Motorola Mobility Holdings, Inc
Form PREM14A
September 13, 2011

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

PROXY STATEMENT PURSUANT TO SECTION 14(a) OF

THE SECURITIES EXCHANGE ACT OF 1934

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

x Preliminary Proxy Statement

¨ Confidential, for Use of the Commission (as permitted by Rule 14a-6(e)(2))

¨ Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

MOTOROLA MOBILITY HOLDINGS, INC.

(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than Registrant)

Payment of Filing Fee (Check the appropriate box):

¨ No fee required.

x Fee computed below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:
Common stock, par value $0.01 per share, of Motorola Mobility Holdings, Inc.

(2) Aggregate number of securities to which transaction applies:
As of September 1, 2011, there were 299,170,234 shares of common stock outstanding, options to purchase 20,661,472 shares of common stock with exercise prices less than $40.00 outstanding, and other stock based awards with respect to 8,678,860 shares of common stock outstanding.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11. (set forth the amount on which the filing fee is calculated and state how it was determined):
The maximum aggregate value was determined based upon the sum of (A) 299,170,234 shares of common stock multiplied by $40.00 per share (represents the amount of the per share merger consideration); (B) options to purchase 20,661,472 shares of common stock with exercise prices less than $40.00 multiplied by $10.90 (which is the difference between $40.00 and the weighted average exercise price of $29.10 per share); and (C) other stock based awards with respect to 8,678,860 shares of common stock multiplied by $40.00 per share. In accordance with Section 14(g) of the Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying 0.0001161 by the sum calculated in the preceding sentence.

(4) Proposed maximum aggregate value of transaction:
$12,539,173,804

(5) Total fee paid:
$1,455,798

¨ Fee paid previously with preliminary materials.

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:

Form, Schedule or Registration Statement No.:

Filing Party:

-
Date Filed:

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PRELIMINARY PROXY MATERIALS SUBJECT TO COMPLETION

PRINCIPAL EXECUTIVE OFFICES:
600 N. U.S. Highway 45
Libertyville, IL 60048

PLACE OF MEETING:
[ ]
[ ]
[ ]

[ ], 2011

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

To our Stockholders:

A Special Meeting of stockholders of Motorola Mobility Holdings, Inc., a Delaware corporation (which we refer to as Motorola Mobility), will be held on [ ], [ ], 2011, starting at [ ], [ ] time, at the [ ], located at [ ] for the following purposes:

1. to consider and vote on a proposal to adopt the Agreement and Plan of Merger, dated as of August 15, 2011, by and among Google Inc., a Delaware corporation, RB98 Inc., a Delaware corporation and a wholly owned subsidiary of Google Inc., and Motorola Mobility, as it may be amended from time to time, pursuant to which RB98 Inc. will merge with and into Motorola Mobility;

2. to consider and vote on a proposal to adjourn the Special Meeting to a later date or time, if necessary or appropriate, to solicit additional proxies in the event there are insufficient votes at the time of such adjournment to adopt the merger agreement; and

3. to consider and vote, on an advisory (non-binding) basis, on a proposal to approve the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable.

The Motorola Mobility Board of Directors has set the close of business on [ ], 2011 as the record date for the purpose of determining the stockholders who are entitled to receive notice of, and to vote at, the Special Meeting. Only stockholders of record at the close of business on the record date are entitled to notice of and to vote at the Special Meeting and at any adjournment or postponement thereof. Each stockholder is entitled to one vote for each share of Motorola Mobility common stock held by such stockholder on the record date. Please vote in one of the following ways:

visit the website shown on your proxy card to vote via the Internet;

use the toll-free telephone number listed on your proxy card;

mark, sign, date and return the enclosed proxy card using the postage-paid envelope provided; or

in person at the Special Meeting.

YOUR VOTE IS VERY IMPORTANT TO THE COMPLETION OF THE MERGER. Regardless of whether you plan to attend the Special Meeting in person, we request that you complete, sign, date and return the enclosed proxy or submit your proxy via Internet or by telephone prior to the Special Meeting to ensure that your shares will be represented at the Special Meeting. If you have Internet access, we encourage you to submit your proxy via the Internet. Properly executed proxy cards with no instructions indicated on the proxy card will be voted **FOR** the adoption of the merger agreement, **FOR** the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies and **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable. If you are a record holder of Motorola Mobility common stock and you attend the Special Meeting, you may revoke your proxy and vote in person if you wish, even if you have previously returned your proxy card or submitted your proxy via Internet or by telephone.

Under Delaware law, Motorola Mobility stockholders who do not vote in favor of the proposal to adopt the merger agreement will have the right to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery if the merger is completed, but only if they submit a written demand for such an appraisal prior to the vote on the proposal to adopt the merger agreement and comply with the other Delaware law procedures explained in the accompanying proxy statement.

THE MOTOROLA MOBILITY BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE ADOPTION OF THE MERGER AGREEMENT.

PLEASE NOTE THAT ATTENDANCE AT THE SPECIAL MEETING WILL BE LIMITED TO STOCKHOLDERS OF MOTOROLA MOBILITY AS OF THE RECORD DATE (OR THEIR AUTHORIZED REPRESENTATIVES). YOU WILL BE REQUIRED TO PROVIDE THE ADMISSION TICKET THAT IS DETACHABLE FROM YOUR NOTICE OR PROXY CARD OR PROVIDE OTHER EVIDENCE OF OWNERSHIP. IF YOUR SHARES ARE HELD BY A BANK, BROKER OR OTHER NOMINEE, PLEASE BRING TO THE MEETING YOUR BANK OR BROKER STATEMENT EVIDENCING YOUR BENEFICIAL OWNERSHIP OF MOTOROLA MOBILITY STOCK TO GAIN ADMISSION TO THE MEETING, AND YOU WILL NEED A PROXY FROM YOUR BANK, BROKER OR OTHER NOMINEE TO VOTE YOUR SHARES OF COMMON STOCK AT THE SPECIAL MEETING.

By order of the Motorola Mobility Board of Directors,

Carol H. Forsyte

Secretary

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SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON [ ]

[ ], 2011

Dear Motorola Mobility Holdings, Inc. Stockholders:

You are cordially invited to attend a Special Meeting of Motorola Mobility Holdings, Inc. (which we refer to as Motorola Mobility) stockholders to be held on [ ], [ ], 2011, starting at [ ], [ ] time, at the [ ], located at [ ].

At the Special Meeting, you will be asked to consider and vote upon a proposal to adopt the merger agreement under which Motorola Mobility would be acquired by Google Inc. We entered into this merger agreement on August 15, 2011. If the merger agreement is adopted and the merger is completed, Motorola Mobility will become a wholly owned subsidiary of Google and you, as a holder of Motorola Mobility common stock, will be entitled to receive $40.00 in cash, without interest and less any applicable tax withholdings, for each share of Motorola Mobility common stock owned by you at the consummation of the merger.

After careful consideration, the Motorola Mobility Board of Directors has unanimously determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility stockholders and unanimously recommends that you vote FOR the adoption of the merger agreement, FOR the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies and FOR the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable.

YOUR VOTE IS VERY IMPORTANT TO THE COMPLETION OF THE MERGER. We cannot consummate the merger unless the merger agreement is approved by at least a majority of the outstanding shares of our common stock. **Therefore, the failure of any Motorola Mobility stockholder to vote and abstentions from voting will have the same effect as a vote by that Motorola Mobility stockholder AGAINST the adoption of the merger agreement.**

Only stockholders of record at the close of business on [ ], 2011 are entitled to notice of and to vote at the special meeting and at any adjournment or postponement thereof.

The attached proxy statement provides you with detailed information about the Special Meeting, the merger agreement and the merger. A copy of the merger agreement is attached as Annex A to this document. We encourage you to read the attached proxy statement and the merger agreement carefully and in their entirety. You may also obtain more information about Motorola Mobility from documents we have filed with the U.S. Securities and Exchange Commission.

Thank you in advance for your continued support and your consideration of this matter.

Sincerely,

Sanjay K. Jha

Chairman and CEO
Motorola Mobility Holdings, Inc.

Neither the Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the merger, passed upon the merits or fairness of the merger or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

This proxy statement is dated [ ], 2011 and is first being mailed to Motorola Mobility stockholders on or about that date.

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QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING

The following questions and answers address briefly some questions you may have regarding the Special Meeting and the proposed merger. These questions and answers may not address all questions that may be important to you as a holder of shares of Motorola Mobility common stock. For important additional information, please refer to the more detailed discussion contained elsewhere in this proxy statement, the annexes to this proxy statement and the documents referred to in this proxy statement.

We sometimes make reference to Motorola Mobility Holdings, Inc. and its subsidiaries in this proxy statement by using the terms Motorola Mobility, the Company, we, our or us. In addition, throughout this proxy statement we refer to Google Inc. as Google, the merger between Motorola Mobility and RB98 Inc. as the merger and the Agreement and Plan of Merger, dated as of August 15, 2011, by and among Google, RB98 Inc. and Motorola Mobility as the merger agreement. GOOGLE and ANDROID are trademarks of Google.

THE MERGER

What am I Being Asked to Vote On?

Motorola Mobility and Google have entered into a merger agreement pursuant to which Google will acquire Motorola Mobility through the merger of a wholly owned subsidiary of Google with and into Motorola Mobility. Motorola Mobility will be the surviving corporation (which we refer to in this proxy statement as the surviving corporation) in the merger and will continue as a wholly owned subsidiary of Google.

You are being asked to consider and vote on adoption of the merger agreement (and to approve the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies). In addition, Motorola Mobility stockholders will also consider and vote, on an advisory (non-binding) basis, on a proposal to approve the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation.

A copy of the merger agreement is attached to this proxy statement as Annex A.

What Will a Motorola Mobility Stockholder Receive if the Merger Is Completed?

If the merger is completed, by virtue of the merger, each share of Motorola Mobility common stock issued and outstanding immediately prior to the effective time of the merger will be cancelled and converted into the right to receive $40.00 in cash, without interest and

less any applicable tax withholdings, other than the following shares:

- shares of Motorola Mobility common stock owned directly or indirectly by Google or RB98 Inc. or held by Motorola Mobility as treasury stock immediately prior to the effective time of the merger, which will be cancelled and no payment will be made with respect thereto; and

- shares of Motorola Mobility common stock which are held by stockholders that have properly exercised their appraisal rights in accordance with Delaware law.

How Does the Per Share Merger Consideration Compare to the Market Price of Motorola Mobility Common Stock?

The merger consideration of $40.00 per share of Motorola Mobility common stock represented approximately a 63% premium over $24.47, the closing price of Motorola Mobility common stock on the NYSE on August 12, 2011, the last trading day before the date on which the transaction was publicly announced. On [ ], 2011, which was the last trading day before the date of this proxy statement, the closing sale price of Motorola Mobility common stock was $[ ] per share. You are encouraged to obtain current market quotations for Motorola Mobility common stock in connection with voting your shares.

What Are the Conditions to the Merger?

The completion of the merger is subject to various closing conditions, each of which will need to be satisfied or waived before the merger can be completed. These conditions include (1) the adoption of the merger agreement by an the affirmative vote of holders of at least a majority of the outstanding shares

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of Motorola Mobility common stock; (2) the absence of any order issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the merger; (3) the absence of any law that has been enacted, entered or promulgated by any governmental entity that prohibits or makes illegal the consummation of the merger; (4) the termination or expiration of any applicable waiting period (or extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (which we refer to in this proxy statement as the HSR Act); (5) the issuance by the European Commission of a decision under the Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings (published in the Official Journal of the European Union on 29 January 2004 at L 24/1) (which we refer to in this proxy statement as the EC Merger Regulation) declaring the merger compatible with the common market; (6) the unqualified tax opinion previously delivered by Motorola Mobility s tax counsel to our former parent, Motorola Solutions, Inc. (which we refer to in this proxy statement as our former parent) not having been withdrawn; and (7) additional antitrust clearances in Canada, China, Israel, Russia, Taiwan and Turkey. For a description of the other conditions to the merger, refer to The Merger Agreement Conditions to the Merger.

When Do You Expect the Merger to be Completed?

We currently expect the merger to be completed by the end of 2011 or early 2012. However, the merger is subject to various closing conditions, including those described in the previous question and answer. It is possible that the failure to timely meet those closing conditions or other factors outside of our control could require us to complete the merger at a later time or prevent us from completing the merger altogether.

What Will Happen in the Merger to Motorola Mobility s Options, Restricted Stock Units and other Equity Awards?

For information concerning the treatment of Motorola Mobility s stock options, restricted stock units and other equity awards, see The Merger Agreement Treatment of Options, Restricted Stock Units and Other Equity Awards.

SPECIAL MEETING

When and Where Will the Special Meeting of Stockholders be Held?

The Special Meeting of Motorola Mobility stockholders will be held on [ ], [ ], 2011, starting at [ ], [ ] time, at [ ], located at [ ]. For a description of the Special Meeting, refer to The Special Meeting.

What Are the Proposals That Will Be Voted on at the Special Meeting?

You will be asked to consider and vote on (1) the adoption of the merger agreement, (2) the adjournment of the Special Meeting to a later date, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to adopt the merger agreement and (3) the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation.

How Does the Motorola Mobility Board of Directors Recommend I Vote?

The Motorola Mobility Board of Directors has unanimously determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility stockholders. The Motorola Mobility Board of Directors unanimously recommends that you vote your shares:

(1) **FOR** the adoption of the merger agreement;

(2) **FOR** the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies; and

(3) **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation.

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VOTING PROCEDURES AND OTHER MATTERS

Who Is Entitled to Attend and Vote at the Special Meeting?

Only Motorola Mobility stockholders of record at the close of business on [ ], 2011 (which we refer to in this proxy statement as the record date) will be entitled to notice of, and to vote at, the Special Meeting or any adjournment or postponement thereof. On the record date, there were [ ] issued and outstanding shares of Motorola Mobility common stock entitled to vote at the Special Meeting. The Motorola Mobility common stock is the only class of voting securities of Motorola Mobility.

A list of Motorola Mobility stockholders entitled to vote at the meeting will be available for examination at the corporate offices of Motorola Mobility Holdings, Inc., 600 N. U.S. Highway 45, Libertyville, Illinois 60048 for ten days before the Special Meeting and at the Special Meeting.

What Vote of Our Stockholders Is Required to Adopt the Merger Agreement?

Under Delaware law, the adoption of the merger agreement requires the affirmative vote of the holders of at least a majority of the outstanding shares of Motorola Mobility common stock.

What Vote of Our Stockholders is Required to Adopt the Proposal to Adjourn the Special Meeting to a Later Time, If Necessary or Appropriate, to Solicit Additional Proxies?

The adoption of the proposal to adjourn the Special Meeting to a later time, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of at least a majority of the shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast).

What Vote of Our Stockholders Is Required to Approve, on an Advisory Basis, the Compensation Payable to Motorola Mobility s Named Executive Officers in Connection with the Merger?

The approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the

agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation, requires the affirmative vote of at least a majority of shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast).

What Will Happen If Our Stockholders Do Not Approve, on an Advisory Basis, the Compensation Payable to Motorola Mobility s Named Executive Officers in Connection with the Merger?

The vote on executive compensation that may be paid or become payable in connection with the merger is a vote separate and apart from the vote to adopt the merger agreement. Accordingly, you may vote to approve the executive compensation and vote not to adopt the merger agreement and vice versa. Because the vote on executive compensation that may be paid or become payable in connection with the merger is advisory in nature only, it will not be binding on either Motorola Mobility or Google. Accordingly, because Motorola Mobility is contractually obligated to pay the compensation, if the merger agreement is adopted and the merger is completed, the compensation will be payable, subject only to the conditions applicable thereto, regardless of the outcome of the advisory vote.

How Can I Vote Without Attending the Special Meeting?

There are three convenient methods for registered Motorola Mobility stockholders to direct their vote by proxy without attending the Special Meeting. Motorola Mobility stockholders can:

Vote via Internet. You can vote via the Internet. The website address for Internet voting is provided on your proxy card. You will need to use the control number appearing on your proxy card to vote via the Internet. You can use the Internet to transmit your voting instructions up until 11:59 P.M. Eastern Time on [ ], [ ], 2011. Internet voting is available 24 hours a day. If you vote via the Internet you do NOT need to vote by telephone or return a proxy card.

Vote by Telephone. You can also vote by telephone by calling the toll-free telephone number provided on your proxy card. You will

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need to use the control number appearing on your proxy card to vote by telephone. You may transmit your voting instructions from any touch-tone telephone up until 11:59 P.M. Eastern Time on [ ], [ ], 2011. Telephone voting is available 24 hours a day. If you vote by telephone you do NOT need to vote over the Internet or return a proxy card.

Vote by Mail. You can vote by marking, dating, signing and returning the enclosed proxy card in the postage-paid envelope provided. Please promptly mail your proxy card to ensure that it is received prior to the closing of the polls at the Special Meeting.

How Do I Vote If My Shares of Motorola Mobility Common Stock Are Held by My Bank, Broker or Other Nominee?

If your shares of Motorola Mobility common stock are held by a bank, broker or other nominee, then your bank, broker or other nominee is considered to be the stockholder of record with respect to those shares. However, you still are considered to be the beneficial owner of those shares of Motorola Mobility common stock, with your shares being held in street name. Street name holders generally cannot vote their shares directly and must instead instruct the bank, broker or other nominee how to vote their shares. Your bank, broker or other nominee will only be permitted to vote your shares of Motorola Mobility common stock for you at the Special Meeting if you instruct it how to vote. Therefore, it is important that you promptly follow the directions provided by your bank, broker or other nominee regarding how to instruct it to vote your shares. If you wish to vote in person at the Special Meeting, you must bring a proxy from your bank, broker or other nominee authorizing you to vote at the Special Meeting.

In addition, because any shares of Motorola Mobility common stock you may hold in street name will be deemed to be held by a different stockholder than any shares you hold of record, shares held in street name will not be combined for voting purposes with shares you hold of record. To be sure your shares of Motorola Mobility common stock are voted, you should instruct your bank, broker or other nominee to vote your shares. Shares of Motorola Mobility common stock held by a corporation or business entity must be voted by an authorized officer of the entity.

Will My Shares be Voted if I Do Not Provide Instructions to My Bank, Broker or Other Nominee?

Your bank, broker or other nominee will NOT be able to vote your shares of Motorola Mobility common stock unless you have properly instructed your nominee on how to vote. Because the adoption of the merger agreement requires an affirmative vote of at least a majority of the outstanding shares of Motorola Mobility common stock for approval, the failure to provide your nominee with voting instructions will have the same effect as a vote **AGAINST** the proposal to adopt the merger agreement.

Because each of (1) the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies, and (2) the proposal to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation , requires the affirmative vote of at least a majority of the shares of common stock present or represented at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast), and because your bank, broker or other nominee does not have discretionary authority to vote on the proposal, the failure to instruct your broker or other nominee with voting instructions on how to vote your shares will have no effect on the approval of that proposal.

How Are Votes Counted?

Votes will be counted by the independent inspector of election appointed for the Special Meeting, who will separately count **FOR** and **AGAINST** votes and abstentions. Because under Delaware law the adoption of the merger agreement requires the affirmative vote of at least a majority of the outstanding shares of Motorola Mobility common stock, the failure to vote or the abstention from voting will have the same effect as a vote **AGAINST** the adoption of the merger agreement. Because the adoption of each of the other two proposals (to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies, and to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to Motorola Mobility s named executive officers in

connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation) requires the affirmative vote of at least a majority of the shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast), abstentions will count as a vote **AGAINST** the proposal but the failure to vote your shares will have no effect on the outcome of the proposal.

How Many Votes Am I Entitled to Cast?

You are entitled to cast one vote for each share of Motorola Mobility common stock you own on the record date.

How Many Votes Must Be Present to Conduct Business at the Special Meeting?

In order for business to be conducted, a quorum must be represented in person or by proxy at the Special Meeting. A quorum is one third of the outstanding shares of Motorola Mobility common stock. Shares represented by a proxy marked abstain will be considered present at the Special Meeting for purposes of determining a quorum. If you are a Motorola Mobility stockholder of record and you submit a properly executed proxy card, vote by telephone or via the Internet or vote in person at the Special Meeting, then your shares of Motorola Mobility common stock will be counted as part of the quorum. If you are a street name holder of shares and you provide your bank, broker or other nominee with instructions as to how to vote your shares or obtain a legal proxy from such bank, broker or nominee to vote your shares in person at the Special Meeting, then your shares will be counted as part of the quorum. If you are a street name holder of shares and you do not provide your bank, broker or other nominee with instructions as to how to vote your shares and do not obtain a legal proxy from such bank, broker or nominee to vote your shares in person at the Special Meeting, then your shares (also known as broker non-votes) will be counted as part of the quorum, but will have the same effect as a vote **AGAINST** the proposal to adopt the merger agreement. All shares of Motorola Mobility common stock held by Motorola Mobility stockholders that are present in person or represented by proxy at the

Special Meeting, regardless of how such shares are voted or whether such Motorola Mobility stockholders abstain from voting, will be counted in determining the presence of a quorum.

What if I Return a Proxy But Do Not Provide Specific Voting Instructions For Some or All of the Items?

All shares that have been properly voted whether via Internet or by telephone or mail and not revoked will be voted at the Special Meeting in accordance with your instructions. If you return your signed proxy card, but do not mark the boxes showing how you wish to vote, your shares will be voted **FOR** the adoption of the merger agreement, **FOR** the adoption of the proposal to adjourn the Special Meeting, if necessary or appropriate to solicit additional proxies, and **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable. With respect to any other matter that properly comes before the Special Meeting, the persons appointed as proxies will vote the shares of Motorola Mobility common stock represented by the proxy as directed by the Motorola Mobility Board of Directors.

Who Represents My Proxy at the Special Meeting?

If you do not vote in person at the Special Meeting, but have voted your shares over the Internet, by telephone or by signing and returning your proxy card, you have authorized Sanjay K. Jha, Marc E. Rothman, D. Scott Offer, Carol H. Forsyte and Mark R. Valentine, or any one of them, designated by the Motorola Mobility Board of Directors of Motorola Mobility to represent you and to vote your shares as instructed.

What Does It Mean If I Receive More Than One Proxy?

If you receive more than one proxy, it means that you hold shares of Motorola Mobility common stock that are registered in more than one account. For example, if you own your shares in various registered forms, such as jointly with your spouse, as trustee of a trust or as custodian for a minor, you will receive, and you will need to sign and return, a separate proxy card for those shares because they are held in a different form of record ownership. Therefore, to ensure that all of your shares are voted, you will need to sign and return each proxy card you receive or vote by

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telephone or via the Internet by using the different control number(s) on each proxy card.

How Can I Change My Vote?

Registered Motorola Mobility stockholders can revoke their proxy at any time before it is voted at the Special Meeting by either:

- submitting another timely, later-dated proxy via Internet or by telephone or mail;
- delivering timely written notice of revocation to the Secretary, Motorola Mobility Holdings, Inc., 600 N. U.S. Highway 45, Libertyville, Illinois 60048; or
- attending the Special Meeting and voting in person.

If your shares are held in the name of a bank, broker or other nominee, you must obtain a proxy, executed in your favor, from the holder of record (that is, your bank, broker or nominee) to be able to vote at the Special Meeting.

What Happens If I Sell My Shares of Motorola Mobility Common Stock Before the Special Meeting?

If you transfer your shares of Motorola Mobility common stock after the record date but before the Special Meeting, you will, unless special arrangements are made, retain your right to vote at the Special Meeting but will transfer the right to receive the per share merger consideration to the person to whom you transfer your shares. In addition, if you sell your shares prior to the Special Meeting or prior to the effective time of the merger, you will not be eligible to exercise your appraisal rights in respect of the merger. For a more detailed discussion of your appraisal rights and the requirements for perfecting your appraisal rights, refer to Appraisal Rights and Annex D.

Am I Entitled to Appraisal Rights In Connection With the Merger?

Motorola Mobility stockholders who do not vote for the adoption of the merger agreement and who comply with the other special criteria and conditions set forth in Section 262 of the General Corporation Law of the State of Delaware (which we refer to as the DGCL), have the right to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery. This appraisal amount could be more than, the same as, or less than the amount that a

Motorola Mobility stockholder would be entitled to receive under the merger agreement. For more information regarding appraisal rights, refer to Appraisal Rights. In addition, a copy of Section 262 of the DGCL is attached as Annex D to this proxy statement.

How Do I Vote if I Participate in Motorola Mobility s 401(k) Plan?

If you own shares of Motorola Mobility common stock through the transitional Motorola Mobility stock fund of the Motorola Mobility 401(k) Plan (which we refer to in this proxy statement as the 401(k) Plan), the proxy card includes the shares you hold in the 401(k) Plan as well as the shares you hold outside of the 401(k) Plan. Under the 401(k) Plan, participants are named fiduciaries to the extent of their authority to direct the voting of shares of Motorola Mobility common stock credited to their 401(k) Plan accounts, and their proportionate share of allocated shares for which no direction is received and unallocated shares, if any (which we refer to in this proxy statement as the undirected shares). The trustee of the 401(k) Plan will vote undirected shares in the same proportion as the shares for which directions are received, except as otherwise provided in accordance with ERISA. By submitting voting instructions via Internet, or by telephone, or if hardcopies are requested, by signing, dating and returning the proxy card, you direct the trustee of the 401(k) Plan to vote these shares, in person or by proxy, as designated therein, at the Special

Meeting.

Who Can Answer Further Questions?

For additional questions about the merger, assistance in submitting proxies or voting shares of Motorola Mobility common stock, or additional copies of the proxy statement or the enclosed proxy card, please contact our proxy solicitor:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, NY 10005

Toll free: 1-800-207-3158

If your bank, broker or other nominee holds your shares in street name, you should also call your bank, broker or other nominee for additional information.

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SUMMARY

This summary highlights selected information from this proxy statement and may not contain all of the information that is important to you. Each item in this summary includes a page reference directing you to a more complete description of the item in this proxy statement. To understand the merger more fully and for a more complete description of the legal terms of the merger, you should read carefully this entire proxy statement, the annexes to this proxy statement and the documents we refer to in this proxy statement. See Where You Can Find More Information beginning on page 85. The merger agreement is attached as Annex A to this proxy statement. We encourage you to read the merger agreement.

THE COMPANIES (Page 26)

Motorola Mobility Holdings, Inc. Motorola Mobility is a provider of innovative technologies, products and services that enable a broad range of mobile and wireline digital communication, information and entertainment experiences. Motorola Mobility s integrated products and platforms deliver rich multimedia content, such as video, voice, messaging and Internet-based applications and services to multiple screens, such as mobile devices, televisions and personal computers. Our product portfolio primarily includes mobile devices, wireless accessories, set-top boxes and video distribution systems, and wireline broadband infrastructure products and associated customer premises equipment. We are focused on developing differentiated, innovative products to meet the expanding needs of consumers to communicate, to collaborate and to discover, consume, create and share content at a time and place of their choosing on multiple devices. We operate our business in two segments, our Mobile Devices segment and our Home segment.

Motorola Mobility s principal executive offices are located at 600 N. U.S. Highway 45, Libertyville, Illinois 60048, and our telephone number is (847) 523-5000. Our Internet website address is *http://investors.motorola.com*. The information provided on Motorola Mobility s website is not part of this proxy statement and is not incorporated herein by reference.

Google Inc. Google is a global technology leader focused on improving the ways people connect with information. Google aspires to build products that improve the lives of billions of people globally. Google s mission is to organize the world s information and make it universally accessible and useful. Google s innovations in web search and advertising have made its website a top Internet property and its brand one of the most recognized in the world.

Google generates revenue primarily by delivering relevant, cost-effective online advertising. Businesses use Google s AdWords program to promote their products and services with targeted advertising. In addition, the third parties that comprise the Google Network use Google s AdSense program to deliver relevant ads that generate revenue and enhance the user experience.

Google s principal executive offices are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and its telephone number is (650) 253-0000. Google s Internet website address is *http://investor.google.com*. The information provided on Google s website is not part of this proxy statement and is not incorporated herein by reference.

RB98 Inc. RB98 Inc., a Delaware corporation and a wholly owned subsidiary of Google, was formed solely for the purpose of facilitating Google s acquisition of Motorola Mobility. RB98 Inc. has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Upon consummation of the proposed merger, RB98 Inc. will merge with and into Motorola Mobility and RB98 Inc. will cease to exist.

RB98 Inc. s principal executive offices are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and its telephone number is (650) 253-0000.

THE MERGER (Page 27)

The merger agreement provides that RB98 Inc., a wholly owned subsidiary of Google, will merge with and into Motorola Mobility. As a result of the merger, Motorola Mobility will become a wholly owned subsidiary of Google. Upon completion of the

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proposed merger, shares of Motorola Mobility common stock will no longer be listed on any stock exchange or quotation system.

THE MERGER CONSIDERATION AND THE CONVERSION OF MOTOROLA MOBILITY CAPITAL STOCK (Page 58)

If the merger is completed, by virtue of the merger, each share of Motorola Mobility common stock issued and outstanding immediately prior to the effective time of the merger will be cancelled and converted into the right to receive $40.00 in cash, without interest and less any applicable tax withholdings, other than the following shares:

- shares of Motorola Mobility common stock owned directly or indirectly by Google or RB98 Inc. or held by Motorola Mobility as treasury stock immediately prior to the effective time of the merger, which will be cancelled and no payment will be made with respect thereto; and

- shares of Motorola Mobility common stock which are held by stockholders that have properly exercised their appraisal rights in accordance with Delaware law.

Following the merger, you will not own any shares of the surviving corporation and Motorola Mobility will cease to be a publicly traded company. As a privately owned company, the registration of Motorola Mobility common stock and Motorola Mobility s reporting obligations with respect to such stock under the Securities Exchange Act of 1934, as amended (which we refer to in this proxy statement as the Exchange Act), will be terminated upon application to the U.S. Securities and Exchange Commission (which we refer to in this proxy statement as the SEC). In addition, upon completion of the proposed merger, shares of Motorola Mobility common stock will no longer be listed on any stock exchange or quotation system, including the New York Stock Exchange (which we refer to in this proxy statement as the NYSE).

ABOUT THE SPECIAL MEETING (Page 22)

Date, Time and Place. The Special Meeting will be held on [ ], [ ], 2011, starting at [ ], [ ] time, at the [ ], located at [ ].

Purpose. You will be asked to consider and vote upon (1) the adoption of the merger agreement, (2) the adjournment of the Special Meeting to a later date, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to adopt the merger agreement, and (3) the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement.

Record Date and Quorum. You are entitled to vote at the Special Meeting if you owned shares of Motorola Mobility common stock at the close of business on [ ], 2011, the record date for the Special Meeting. You will have one vote for each share of Motorola Mobility common stock that you owned on the record date. As of the record date, there were [ ] shares of Motorola Mobility common stock outstanding and entitled to vote. One third of Motorola Mobility common stock outstanding constitutes a quorum for the purpose of considering the proposals. In the event that a quorum is not present at the Special Meeting, the meeting may be adjourned or postponed to solicit additional proxies.

Vote Required. The adoption of the merger agreement requires the affirmative vote of the holders of Motorola Mobility common stock representing at least a majority of the outstanding shares of Motorola Mobility common stock. Approval of any proposal to adjourn the Special Meeting, if necessary or appropriate, including for the purpose of soliciting additional proxies, and the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement, require the affirmative vote of the holders of at least a majority of the shares of Motorola Mobility common stock present in person or represented by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast).

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RECOMMENDATION OF THE MOTOROLA MOBILITY BOARD OF DIRECTORS (Page 34)

The Motorola Mobility Board of Directors has determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility and its stockholders. The Motorola Mobility Board of Directors unanimously recommends that Motorola Mobility stockholders vote **FOR** the adoption of the merger agreement, **FOR** the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies, and **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement.

In deciding to recommend the adoption of the merger agreement, the Motorola Mobility Board of Directors considered many factors including:

- its belief that the merger agreement and the transactions contemplated by the merger agreement were more favorable to Motorola Mobility stockholders than remaining independent or other strategic alternatives reasonably available to Motorola Mobility and its stockholders, particularly in recognition of the ongoing risks the Company faces in a historically volatile consumer-based industry with intense competition from highly successful competitors, short product cycles relying heavily on product execution, carrier and consumer demand, evolving technologies and ongoing intellectual property litigation;

- the fact that the terms of the merger agreement provide cash consideration which the Board considers fair even in the absence of the risks facing the Company and assuming the business executes well on its strategy;

- the fact that Google must use reasonable best efforts to obtain necessary antitrust clearances and that under certain circumstances, if such clearances are not obtained despite such efforts, Google would be required to pay Motorola Mobility a reverse termination fee of $2.5 billion and that under certain circumstances if Google breached its obligation to use reasonable best efforts to obtain necessary antitrust clearances, Motorola Mobility may be able to seek additional damages from Google in an amount equal to $1 billion, in addition to the reverse termination fee of $2.5 billion;

- the comparison of recent and historical market prices for Motorola Mobility common stock to the per share merger consideration to be paid in the merger; and

- the fact that, subject to compliance with the terms and conditions of the merger agreement, including giving Google the opportunity to match any superior proposal and the payment to Google of a $375 million termination fee, Motorola Mobility is permitted to terminate the merger agreement in order to enter into an agreement with respect to a superior proposal.

The Motorola Mobility Board of Directors also considered the risk that the merger might not be completed in a timely manner or at all due to a failure to receive necessary antitrust clearances or due to the possible failure of another condition to the merger to be satisfied.

You should read The Merger Reasons for the Merger; Recommendation of the Motorola Mobility Board of Directors , beginning on page 30 of this proxy statement, for a more detailed discussion of the factors that the Motorola Mobility Board considered in deciding to recommend the adoption of the merger agreement.

OPINION OF QATALYST PARTNERS (Page 34)

We retained Qatalyst Partners LP (which we refer to in this proxy statement as Qatalyst Partners) to act as our financial advisor in connection with the merger. We selected Qatalyst Partners to act as our financial advisor based on its qualifications, expertise, reputation and knowledge of the Company s business and affairs and the industry in which we operate. On August 14, 2011, Qatalyst Partners rendered to our Board of Directors its opinion that, as of such date and based upon and subject to the considerations, limitations and other matters set forth therein, the consideration to be received by the holders of Company common stock (other than Google or any affiliates of Google) pursuant to the merger agreement was fair, from a financial point of view, to such holders.

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The full text of the written opinion of Qatalyst Partners, dated August 14, 2011, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached to this proxy statement as Annex B and is incorporated into this proxy statement by reference. You should read the opinion carefully in its entirety. Qatalyst Partners provided its opinion for the information and assistance of the Motorola Mobility Board of Directors in connection with its consideration of the merger. The Qatalyst Partners opinion is not a recommendation as to how any Motorola Mobility stockholders should vote with respect to the merger or any matter. For a further discussion of the Qatalyst Partners opinion, see The Merger Opinion of Qatalyst Partners beginning on page 34 of this proxy statement.

OPINION OF CENTERVIEW (Page 40)

We also retained Centerview Partners LLC (which we refer to in this proxy statement as Centerview) to act as our financial advisor in connection with the Merger. We selected Centerview to act as our financial advisor based on its qualifications, expertise, reputation and knowledge of the Company s business and affairs and the industry in which we operate. On August 14, 2011, Centerview rendered its oral opinion, subsequently confirmed in writing on August 15, 2011, to the Motorola Mobility Board of Directors that, as of such date and based upon and subject to the factors and assumptions set forth in the opinion, the $40.00 per share in cash to be paid to each holder of Motorola Mobility common stock pursuant to the merger agreement was fair, from a financial point of view, to such holders (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares).

The full text of the written opinion of Centerview, dated August 15, 2011, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex C and is incorporated into this proxy statement by reference. You should read the opinion carefully in its entirety. Centerview provided its opinion for the information and assistance of the Motorola Mobility Board of Directors in connection with its consideration of the merger. The Centerview opinion

is not a recommendation as to how any holder of Motorola Mobility common stock should vote with respect to the merger or any other matter. For a further discussion of the Centerview opinion, see The Merger Opinion of Centerview beginning on page 40 of this proxy statement.

TREATMENT OF OPTIONS, RESTRICTED STOCK UNITS AND OTHER EQUITY AWARDS (Page 58)

Employee Stock Options. The treatment of the Motorola Mobility stock options held by employees at the effective time of the merger will vary based on the original grant date of the option.

Unvested Stock Options Granted On or After January 4, 2011. Each option to purchase shares of Motorola Mobility common stock held by an employee that was granted on or after January 4, 2011 and that is outstanding and unvested as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a rollover stock option) will be converted into an option to acquire a number of shares of Google Class A common stock (rounded down to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to the rollover stock option immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The per share exercise price (rounded up to the nearest cent) of the option to purchase shares of Google Class A common stock will be equal to (1) the per share exercise price of the rollover stock option in effect immediately prior to the effective time of the merger divided by (2) the equity award exchange ratio. The term, vesting schedule and all of the other terms of each rollover stock option will otherwise remain unchanged. The equity award exchange ratio equals (a) $40.00 divided by (b) the average closing price per share of Google Class A common stock on the Nasdaq Global Select Market for the five trading day period ending on the trading day preceding the date of closing (which we refer to in this proxy statement as the closing date).

All Other Employee Stock Options. Each option to purchase shares of Motorola Mobility common stock held by an employee, whether vested or unvested, that is not a rollover stock option and that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a cash-out stock option), will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares of Motorola Mobility common stock subject to the cash-out stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the cash-out stock option, less any applicable tax withholdings.

Employee Restricted Stock Units. The treatment of the Motorola Mobility restricted stock units held by employees at the effective time of the merger will vary based on the original grant date of the restricted stock unit.

Restricted Stock Units Granted On or After January 4, 2011. Each Motorola Mobility restricted stock unit award held by an employee that was granted on or after January 4, 2011 and that is outstanding and unvested as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a rollover RSU award) will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s rollover RSU award immediately prior to the effective time of the merger multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each rollover RSU award will otherwise remain unchanged.

Restricted Stock Units Granted Prior to January 4, 2011. Each Motorola Mobility restricted stock unit award held by an employee that was granted prior to January 4, 2011 and that is outstanding and unvested as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a cash-out RSU award) will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such cash-out RSU award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

Employee Restricted Shares. Each Motorola Mobility restricted share award that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a restricted share award) held by Dr. Sanjay K. Jha (the only individual who holds restricted shares) will be converted into an award with respect to a number of restricted shares of Google Class A common stock (rounded to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to Dr. Jha s restricted share award immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each restricted share award will otherwise remain unchanged.

Director Stock Options. Each option to purchase shares of Motorola Mobility common stock held by a non-employee director at the effective time of the merger, whether vested or unvested, that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a director stock option), will become fully vested and be converted into the right to receive a cash payment equal to (1) the number of shares of Motorola Mobility common stock subject to the director stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the director stock option, less any applicable tax withholdings.

Director Restricted Stock Units and Deferred Stock Units. Each Motorola Mobility restricted stock unit award held by a non-employee director that was granted on or after January 4, 2011 and does not, by its terms, become settled upon the effective time of the merger or upon the director s departure from the Motorola Mobility Board of Directors and that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a director rollover RSU award) will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s director rollover RSU award immediately prior to the effective time of the merger multiplied by (2) the equity award exchange ratio. All of the other terms of each director rollover RSU award will otherwise remain unchanged.

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Each Motorola Mobility restricted stock unit award (other than a director rollover RSU award) and deferred stock unit award held by a non-employee director that is outstanding as of immediately prior to the effective time of the merger will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

INTERESTS OF MOTOROLA MOBILITY S DIRECTORS AND EXECUTIVE OFFICERS IN THE MERGER (Page 45)

Motorola Mobility s directors and executive officers have interests in the merger that are different from, or in addition to, their interests as Motorola Mobility stockholders. The members of the Motorola Mobility Board of Directors were aware of and considered these interests, among other matters, in evaluating the merger agreement and the merger, and in recommending to Motorola Mobility stockholders that the merger agreement be adopted.

These interests include:

- With respect to executive officers, the vesting and cash-out of all Motorola Mobility stock options and restricted stock units with an original grant date prior to January 4, 2011 and, with respect to non-employee directors, the vesting and cash-out of all restricted stock units that by their terms would become vested upon the effective time of the merger or upon the director s departure from the Motorola Mobility Board of Directors and the vesting and cash-out of all stock options and deferred stock units.

- With respect to executive officers, all unvested equity-based awards with an original grant date on or after January 4, 2011 and, with respect to non-employee directors, all restricted stock units that would not, by their terms, become settled upon the effective time of the merger or upon the director s departure from the Motorola Mobility Board of Directors, in each case, will roll over into comparable equity-based awards with respect to shares of Google Class A common stock in accordance with a formula described under The Merger Agreement Treatment of Options, Restricted Stock Units and Other Equity Awards, beginning on page 58 of this proxy statement. Any converted awards held by the executive officers would vest in the event that the employment of the executive officer were terminated by the surviving corporation without cause or by the executive officer for good reason within two years following the effective time of the merger.

- Dr. Jha s employment agreement and Motorola Mobility s Change in Control Severance Plan provide change in control severance benefits to Motorola Mobility s executive officers in the event of certain qualifying terminations of employment in connection with or following the merger. In addition, certain executive officers would be eligible for reimbursement of excise taxes imposed on the severance payments and benefits under Section 4999 of the Internal Revenue Code of 1986, as amended (which we refer to in this proxy statement as the Code), unless the value of the payments and benefits does not exceed 110% of the maximum amount payable without triggering the excise taxes, in which case the payments and benefits will be reduced to the maximum amount.

- In the event that the effective time of the merger occurs in 2011, the executive officers would be entitled to payment of annual bonuses at the greater of (1) actual performance in 2011 and (2) 75% of target performance in 2011.

- Motorola Mobility s directors and executive officers are entitled to continued indemnification and insurance coverage on terms at least as favorable as their current coverage under the merger agreement.

SECURITY OWNERSHIP OF MANAGEMENT AND DIRECTORS (Page 82)

As of [ ], 2011, the directors and executive officers of Motorola Mobility beneficially owned in the aggregate approximately [ ] of the shares of Motorola Mobility common stock entitled to vote at the Special Meeting or approximately [ ]% of Motorola Mobility s outstanding common stock. We currently expect that each of these individuals will vote all of his or her shares of Motorola Mobility common stock in favor of each of the proposals.

APPRAISAL RIGHTS (Page 78)

Under the DGCL, Motorola Mobility stockholders who do not vote in favor of the merger agreement and the merger will have the right to seek appraisal of the fair value of their shares of Motorola Mobility common stock as determined by the Delaware Court of Chancery if the merger is completed, but only if they submit a written demand for such an appraisal prior to the vote on the merger agreement and the merger and comply with the other DGCL procedures explained in this proxy statement. This appraisal amount could be more than, the same as, or less than the amount that a Motorola Mobility stockholder would be entitled to receive under the merger agreement and in Annex D to this proxy statement.

CONDITIONS TO THE MERGER (Page 73)

Conditions to Each Party s Obligations. Each party s obligation to consummate the merger is subject to the satisfaction or waiver of the following conditions:

- adoption of the merger agreement by the affirmative vote of holders of at least a majority of the outstanding shares of Motorola Mobility common stock;

- absence of any order issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the merger;

- absence of any law that has been enacted, entered or promulgated by any governmental entity that prohibits or makes illegal consummation of the merger;

- termination or expiration of any applicable waiting period (or extension thereof) under the HSR Act;

- issuance by the European Commission of a decision under the EC Merger Regulation declaring the merger compatible with the common market; and

- additional antitrust clearances in Canada, China, Israel, Russia, Taiwan and Turkey.

Conditions to Motorola Mobility s Obligations. The obligation of Motorola Mobility to consummate the merger is subject to the satisfaction or waiver of further conditions, including:

- the truth and correctness of Google s and RB98 Inc. s representations and warranties on the date of the merger agreement and on the date of the closing of the merger (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date), except where the failures to be true and correct, individually or in the aggregate, have not prevented or materially delayed or materially impaired, and would not be reasonably likely to prevent or materially delay or materially impair, the ability of Google to perform its obligations under the merger agreement or to consummate the merger;

Google s and RB98 Inc. s performance or compliance in all material respects with all obligations required to be performed or complied with by them under the merger agreement; and

the receipt by Motorola Mobility of an officer s certificate by Google certifying to the effect that the foregoing two conditions have been satisfied.

Conditions to Google s and RB98 Inc. s Obligations. The obligation of Google and RB98 Inc. to consummate the merger is subject to the satisfaction or waiver of further conditions, including:

Motorola Mobility has not suffered a material adverse effect since December 31, 2010 through the bring-down date (as further described under The Merger Agreement Conditions to the Merger Conditions to Google s and RB98 Inc. s Obligations, beginning on page 73 of this proxy statement);

the truth and correctness, in all material respects (without giving effect to any materiality qualifications in such representations and warranties), of Motorola Mobility s representations and warranties concerning (1) the organization and qualification of Motorola Mobility, (2) the

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authority for entry into the merger agreement and certain actions by the Motorola Mobility Board of Directors, (3) the delivery of fairness opinions by each of Qatalyst Partners and Centerview, and (4) the inapplicability of anti-takeover statutes to the merger and the absence of a Motorola Mobility stockholders rights plan, on the date of the merger agreement and on the date of the closing of the merger (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date);

the truth and correctness of Motorola Mobility s representations and warranties concerning its capitalization, on the date of the merger agreement and on the bring-down date (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date), except for *de minimis* failures to be so true and correct;

the truth and correctness (without giving effect to any materiality qualifications in such representations and warranties) of Motorola Mobility s other representations and warranties in the merger agreement, on the date of the merger agreement and on the bring-down date (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date or period), except where the failure to be true and correct have not had and are not reasonably likely to have, individually or in the aggregate, a material adverse effect on Motorola Mobility and its subsidiaries, taken as a whole;

Motorola Mobility s performance or compliance in all material respects with all obligations required to be performed or complied with by it under the merger agreement;

the receipt by Google of an officer s certificate by Motorola Mobility certifying to the effect that the foregoing five conditions have been satisfied; and

the unqualified tax opinion delivered by Motorola Mobility s tax counsel to Motorola, Inc. (renamed Motorola Solutions, Inc.), our former parent, has not been withdrawn (unless such withdrawal arises from any breach of any statement or representation contained in any representation letter from Google delivered to Motorola Mobility s tax counsel).

TERMINATION OF THE MERGER AGREEMENT (Page 74)

Motorola Mobility and Google may terminate the merger agreement by mutual written consent at any time before the consummation of the merger. In addition, with specified exceptions, either Motorola Mobility or Google may terminate the merger agreement at any time before the consummation of the merger if:

any court of competent jurisdiction or other governmental entity has issued an order, or taken any other action, restraining, enjoining or otherwise prohibiting the merger, and the order or action has become final and non appealable (however, a party may not invoke this termination right unless it has used its reasonable best efforts to contest, appeal and remove the order or action, and is not in material violation of the merger agreement);

the merger has not occurred on or before the outside date, which is currently August 15, 2012 but is subject to extensions as described below (however, a party may not invoke this termination right if it has failed to fulfill in any material respect any of its covenants and agreements in the merger agreement and such failure was the primary cause of the failure of the merger to occur on or before the outside date); or the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting.

The outside date is currently August 15, 2012 but may be extended if at least one of the mutual conditions described above (disregarding the condition relating to adoption of the merger agreement by Motorola Mobility stockholders) has not been satisfied to the extent the condition is related to antitrust laws or clearances (which we refer to in this proxy statement as the antitrust conditions). Under that circumstance, either Motorola Mobility or Google may extend the outside date by a two-month period. The outside date may be extended by these two-month periods up to a total of three times, but may not be extended beyond February 15, 2013.

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Motorola Mobility may also terminate the merger agreement:

- if either Google or RB98 Inc. has breached its representations and warranties, or has failed to perform its covenants or agreements in the merger agreement, which breach or failure to perform (1) would give rise to the failure of a condition to Motorola Mobility s obligation to consummate the merger and (2) is not cured by Google or RB98 Inc. within 30 days following written notice to Google of the breach or failure to perform, or by its nature or timing is not capable of being cured; or

- to enter into, concurrently with the termination of the merger agreement, a written and definitive agreement providing for a superior proposal if (1) the Motorola Mobility stockholders have not yet adopted the merger agreement, (2) Motorola Mobility has not committed a willful and intentional breach of the non-solicitation provisions in the merger agreement and has satisfied other specified requirements and conditions concerning notification and negotiation with Google, (3) the Motorola Mobility Board of Directors determines in good faith (after consultation with its financial advisors and outside legal counsel) that the acquisition proposal constitutes a superior proposal and the failure to terminate the merger agreement would be reasonably likely to be inconsistent with the directors exercise of their fiduciary obligations to Motorola Mobility stockholders under applicable law, and (4) prior to or concurrently with the termination of the merger agreement, Motorola Mobility pays to Google the $375 million termination fee described under Termination Fees and The Merger Agreement Termination Fees, beginning on page 76 of this proxy statement.

Prior to exercising its termination right in respect of a superior proposal, Motorola Mobility must give Google at least three business days prior written notice of its intention to so terminate the merger agreement (which notice must specify the material terms and conditions of the superior proposal) and provide Google an unredacted copy of the relevant proposed transaction agreement and other material documents contemplated with or by the party making the superior proposal. In addition, if requested by

Google, Motorola Mobility must negotiate in good faith with Google during the notice period to enable Google to propose changes to the terms of the merger agreement that would cause the superior proposal to no longer constitute a superior proposal. In connection with that process, the Motorola Mobility Board of Directors must consider in good faith (after consultation with its financial advisors and outside legal counsel) any changes to the merger agreement proposed in writing by Google. Finally, the Motorola Mobility Board of Directors must have determined that the superior proposal would still continue to constitute a superior proposal if the changes proposed by Google were to be given effect. If at any time there is a change to any material terms of the superior proposal, Motorola must deliver to Google an additional notice and a summary of the relevant proposed transaction agreement and other material documents. And, in that case, a new three-business-day notice period will commence during which time Motorola Mobility will be obligated to take the actions described above in this paragraph.

Google may also terminate the merger agreement if:

- Motorola Mobility has breached its representations and warranties, or has failed to perform its covenants or agreements in the merger agreement, which breach or failure to perform (1) would give rise to the failure of a condition to Google s and RB98 Inc. s obligations to consummate the merger and (2) is not cured by Motorola Mobility within 30 days following written notice to Motorola Mobility of the breach or failure to perform, or by its nature or timing is not capable of being cured;

- the Motorola Mobility Board of Directors or any committee of the Motorola Mobility Board of Directors has changed its recommendation (as further described under The Merger Agreement Motorola Mobility Board Recommendation, beginning on page 69 of this proxy statement) and the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment of the Special Meeting; or

Motorola Mobility enters into any agreement or understanding providing for, or deliberately intended to facilitate, an acquisition transaction as described under No Solicitation and The Merger Agreement No Solicitation, beginning on page 67 of this proxy statement (unless Google has consented to such entry).

TERMINATION FEES (Page 76)

Motorola Mobility has agreed to pay Google a fee of $375 million (which we refer to in this proxy statement as the termination fee) if:

all of the following occurs:

(1) (a) after the date of the merger agreement and prior to the termination of the merger agreement, a proposal for an acquisition transaction (as further described under The Merger Agreement No Solicitation, beginning on page 67 of this proxy statement) is made to Motorola Mobility or directly to Motorola Mobility stockholders generally (or becomes otherwise publicly known), or any person announces an intention to make a proposal for an acquisition transaction, and (b) if the merger agreement has been terminated on the basis that the merger agreement has not been adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, the proposal or announcement is not publicly and irrevocably withdrawn at least 10 business days prior to the Special Meeting;

(2) the merger agreement is terminated under the following circumstances: (a) (i) the outside date, as and if extended, has passed, (ii) the vote on the adoption of the merger agreement by Motorola Mobility stockholders has not yet occurred, and (iii) the antitrust conditions have been satisfied, (b) the merger agreement has not been adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, or (c) Motorola Mobility has breached its representations and warranties, or has failed to perform its covenants and agreements, in either case, in a manner that gave rise to the termination right described under Termination of the Merger Agreement above; and

(3) within 12 months following the termination of the merger agreement, Motorola Mobility enters into an agreement providing for, or consummates, an acquisition transaction involving 50% or more of the non- cash or cash equivalent assets of Motorola Mobility and its subsidiaries, taken as a whole, or 50% or more of the outstanding shares of Motorola Mobility common stock;

the merger agreement is terminated by Google under the following circumstances: (1) the Motorola Mobility Board of Directors or a committee of the Motorola Mobility Board of Directors has made a recommendation change, and the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, or (2) Motorola Mobility enters into any agreement or understanding providing for, or deliberately intended to facilitate, an acquisition transaction (unless Google has consented to such entry); or

the merger agreement is terminated (1) by Motorola Mobility to enter into a written and definitive agreement providing for a superior proposal, or (2) by Motorola Mobility or Google if the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, and, at the time of the meeting, the Motorola Mobility Board of Directors or a committee of the Motorola Mobility Board of Directors has changed its recommendation.

Google has agreed to pay Motorola Mobility a fee of $2.5 billion (which we refer to in this proxy statement as the reverse termination fee) if all of the following occur:

the merger agreement is terminated by either Motorola Mobility or Google under the following circumstances: (1) a court or other governmental entity has issued an order, or taken any other action, restraining, enjoining or otherwise prohibiting the merger, and the order or action is with respect to antitrust laws and has become final and non appealable, or

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(2) the outside date, as and if extended, has occurred and, at the time of the termination of the merger agreement, the antitrust conditions have not been satisfied;

the failure of the antitrust conditions to be satisfied is not primarily caused by any material willful and intentional breach by Motorola Mobility of its obligations to use reasonable best efforts to obtain antitrust and other clearances; and

all other conditions to the obligations of Google and RB98 Inc. to consummate the merger described above have been satisfied or waived (and, in the case of those conditions that by their terms are to be satisfied at the closing, those conditions would be satisfied if the closing were to occur).

The payment of the reverse termination fee does not relieve Google or RB98 Inc. for any failure to comply with their obligations to use their reasonable best efforts to obtain termination or expiration of any waiting periods under the HSR Act and such other approvals, consents and clearances as may be necessary, proper or advisable to effectuate the merger under the antitrust laws and to remove any court or regulatory orders under the antitrust laws impeding the ability to consummate the merger by the outside date. However, to the extent Motorola Mobility makes claims in respect of breaches by Google or RB98 Inc. of the obligations described in the previous sentence, to the extent related to or resulting in the failure of the antitrust conditions, the aggregate liability of Google and RB98 Inc. will be limited to $3.5 billion (which includes the amount of any reverse termination fee payable by Google under the merger agreement).

NO SOLICITATION (Page 67)

Motorola Mobility has agreed that it and its subsidiaries will, and will instruct its representatives and its subsidiaries representatives to, immediately cease any solicitation, knowing encouragement, discussions or negotiations that may be ongoing with respect to an acquisition proposal and immediately instruct any person (including that person s representatives) that has confidential information about Motorola Mobility that was furnished by or on behalf of Motorola Mobility in connection with any actual or potential acquisition proposal to return or

destroy all such information. In addition, Motorola Mobility has agreed that neither it nor its subsidiaries will, nor will they authorize or knowingly permit their representatives to, directly or indirectly:

solicit, initiate, propose or induce the making, submission or announcement of, or knowingly encourage or assist, an acquisition proposal;

furnish to any person any non-public information relating to Motorola Mobility or its subsidiaries in connection with any acquisition proposal;

furnish to any person any non-public information relating to Motorola Mobility or its subsidiaries in response to any other proposal or inquiry for a potential transaction that on its face is one of the specified transactions described under The Merger Agreement No Solicitation, beginning on page 67 of this proxy statement;

afford to any person access to the business, properties, assets, books, records or other non-public information, or to any personnel of Motorola Mobility or any of its subsidiaries in connection with any acquisition proposal;

afford to any person access to the business, properties, assets, books, records or other non-public information, or to any personnel of Motorola Mobility or any of its subsidiaries in response to any other proposal or inquiry for a potential transaction that on its face is one of the specified transactions described under The Merger Agreement No Solicitation, beginning on page 67 of this proxy statement;

enter into, participate, engage in or continue or renew discussions or negotiations with any person with respect to any acquisition proposal; or

enter into, or authorize Motorola Mobility or any of its subsidiaries to enter into, any letter of intent, agreement or understanding of any kind providing for, or deliberately intended to facilitate an acquisition transaction.

However, until the merger agreement has been adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, if the Motorola Mobility Board of Directors receives

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an acquisition proposal that it determines in good faith (after consultation with its financial advisor and outside legal counsel) either constitutes a superior proposal (as further described under The Merger Agreement No Solicitation, beginning on page 67 of this proxy statement) or could reasonably be expected to result in a superior proposal (and at the time of taking the following action, the acquisition proposal continues to constitute or remains reasonably expected to result in a superior proposal), the Motorola Mobility Board of Directors may:

- participate or engage in discussions or negotiations with the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement);

- furnish to the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement) any non-public information relating to Motorola Mobility or any of its subsidiaries, pursuant to a confidentiality agreement that contains provisions restricting disclosure and use that are no less favorable in the aggregate to Motorola Mobility than those in the confidentiality agreement entered into between Motorola Mobility and Google; and/or

- afford to the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement) access to the business, properties, assets, books, records or other non-public information, or to the personnel, of Motorola Mobility or any of its subsidiaries, pursuant, to a confidentiality agreement that contains provisions restricting disclosure and use that are no less favorable in the aggregate to Motorola Mobility than those in the confidentiality agreement entered into between Motorola Mobility and Google.

Contemporaneously with furnishing any non-public information to any person, Motorola Mobility must make available the same non-public information to Google to the extent the information has not been previously made available to Google. In addition, upon receipt of an acquisition proposal,

Motorola Mobility must promptly (and in any event within 24 hours) provide to Google (1) a copy of the acquisition proposal, if made in writing, or a summary of the material terms of the acquisition proposal, if not made in writing, and (2) any information known to Motorola Mobility relating to the identity of the person making the acquisition proposal (including, if the person is not an issuer with equity securities registered with the SEC, the person s direct and indirect investors). Finally, Motorola Mobility must give Google prior written notice (which prior written notice must be given, to the extent practicable, at least 12 hours in advance) of Motorola Mobility s intention to participate or engage in discussions or negotiations with, or furnish non-public information or afford access to, a person making an acquisition proposal.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE MERGER (Page 53)

The receipt of cash for shares of Motorola Mobility common stock pursuant to the merger generally will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. Holder (as defined in the section under the heading Material U.S. Federal Income Tax Consequences of the Merger beginning on page 54 of this proxy statement) who receives cash for such U.S. Holder s shares of Motorola Mobility common stock in the merger will recognize gain or loss in an amount equal to the difference, if any, between the cash received in the merger (determined before any deductions) and the U.S. Holder s adjusted tax basis in the U.S. Holder s shares of Motorola Mobility common stock. You should read the discussion under the heading Material U.S. Federal Income Tax Consequences of the Merger beginning on page 54 of this proxy statement and consult your tax advisor for a complete analysis of the effect of the merger on your U.S. federal, state and local and/or foreign taxes.

REGULATORY APPROVALS (Page 55)

Under the provisions of the HSR Act and the rules and regulations promulgated thereunder by the Federal Trade Commission (which we refer to in this proxy statement as the FTC), the merger may not be completed until notification and report forms have been filed with the Antitrust

Division of the United States Department of Justice (which we refer to in this proxy statement as the Antitrust Division) and the

FTC by each of Motorola Mobility and Google, and the applicable waiting period has expired or been terminated. Motorola Mobility and Google filed their respective notification and report forms with the Antitrust Division and the FTC under the HSR Act on August 29, 2011. The waiting period under the HSR Act, therefore, will expire at 11:59 p.m., New York City time, on September 28, 2011 unless earlier terminated or extended by a request for additional information and documentary material, which we refer to herein as a second request.

If within the 30-day waiting period the Antitrust Division or the FTC were to issue a second request, the waiting period under the HSR Act would be extended until 30 days following the date on which both Google and Motorola Mobility certify substantial compliance with the second request, unless the Antitrust Division or the FTC terminates the additional waiting period before its expiration. Google, RB98 Inc. and Motorola Mobility have agreed to use reasonable best efforts to certify compliance with any second request within four months after its receipt and to produce documents as required on a rolling basis.

If the Antitrust Division or the FTC believes the merger would violate the U.S. federal antitrust laws by substantially lessening competition in any line of commerce affecting U.S. consumers, it has the authority to challenge the transaction by seeking a federal court order to enjoin the merger. U.S. state attorneys general or private parties could also bring legal action.

Google and Motorola Mobility plan to submit filings in other jurisdictions as necessary in due course**.** On August 29, 2011, Motorola Mobility and Google agreed that, in addition to those in the United States and European Commission, pre-closing antitrust clearances in Canada, China, Israel, Russia, Taiwan and Turkey are required and applicable to the merger. Foreign antitrust authorities in these or other jurisdictions may take action under the antitrust laws of their jurisdictions, which could include seeking to enjoin the completion of the merger.

With respect to antitrust clearances, each of Motorola Mobility, Google and RB98 Inc. has agreed to:

- use its reasonable best efforts to obtain termination or expiration of any waiting periods under the HSR Act, clearance under the EC Merger Regulation and such other approvals, consents and clearances as may be necessary, proper or advisable to effectuate the merger under the antitrust laws and to remove any court or regulatory orders under the antitrust laws impeding the ability to consummate the merger by the outside date; and

- use reasonable best efforts to certify compliance with any second request for additional information or documentary material from the Department of Justice or the Federal Trade Commission pursuant to the HSR Act within four months after receipt of such second request and to produce documents as required on a rolling basis.

Google will have the unilateral right to determine whether or not the parties will litigate with any governmental entities to oppose any enforcement action or remove any court or regulatory orders impeding the ability to consummate the merger. Google will also control and lead all communications and strategy relating to the antitrust laws and litigation matters relating to the antitrust laws, subject to good faith consultations with Motorola Mobility and the inclusion of Motorola Mobility at meetings with governmental entities with respect to any discussion related to the merger under the antitrust laws.

LITIGATION RELATED TO THE MERGER (Page 56)

Fifteen putative class-action complaints challenging the proposed transaction have been filed against Motorola Mobility and its directors. Four of these complaints were filed in the Circuit Court of Cook County, Illinois: *Keating* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH28854, *Cinotto* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH29297, *Grossman* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH29738, and

Colaco v. *Barfield et al.*, Case No. 11CH30541. Seven additional putative class-action complaints were filed in the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois: *Groveman and Schnider* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH3719, *Johnson* v. *Jha et al.*, Case No. 11CH3751, *Midler* v. *Motorola Mobility Holdings Inc. et al.*, Case No. 11CH3783, *Mulholland and Ryan* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH3816, *Iron Workers District Council of Tennessee Valley & Vicinity Pension Plan* v. *Motorola Mobility Holdings, Inc., et al.*, Case No. 11CH3820, *Lassoff* v. *Motorola Mobility Holdings, Inc.,* Case No. 11CH3831, and *Lang* v. *Motorola Mobility Holdings, Inc. et al*., Case No. 11CH3832. Three additional putative class-action complaints were filed in the Delaware Court of Chancery: *Goldfein* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 6787, *Driscoll* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 6794, and *Beren* v. *Jha et al.*, Case No. 6799. One additional putative class-action complaint was filed in the United States District Court for the Northern District of Illinois, Eastern Division: *Stein* v. *Jha et al*., Case No. 11-cv-06100.

Each of the above-named complaints has been brought on behalf of a putative class of the Company s stockholders and each alleges that, in approving the proposed transaction, the directors of the Company breached the fiduciary duties they owe to the members of the putative class. Each complaint alleges further that the Company itself aided and abetted the alleged breaches of fiduciary duty, and all complaints other than *Johnson* name Google a defendant and allege that Google aided and abetted the alleged breaches of fiduciary duty. Finally, the

complaints in *Midler*, *Lang, Driscoll*, *Beren* and *Stein* allege that RB98 Inc. also aided and abetted the alleged breaches of duty.

All fifteen putative class-action complaints seek, among other things, injunctive relief barring the named defendants from consummating the proposed transaction, as well as attorneys fees and costs. On August 19, 2011, plaintiffs in *Beren* filed with the Delaware Court of Chancery a proposed order consolidating the actions filed in Delaware. On August 22, 2011, plaintiffs in *Groveman* filed with the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois a motion seeking to certify the class.

Motorola Mobility and its directors intend to vigorously contest the allegations.

CURRENT MARKET PRICE OF MOTOROLA MOBILITY COMMON STOCK (Page 81)

The shares of Motorola Mobility common stock are listed on the NYSE under the trading symbol MMI. On August 12, 2011, which was the last trading day before the announcement of the execution of the merger agreement, the closing sale price of Motorola Mobility common stock was $24.47 per share. The volume weighted average closing sale price of the Motorola Mobility common stock for the 30 trading days prior to August 12, 2011 was $22.99 per share. On [ ], 2011, which was the last trading day before the date of this proxy statement, the closing sale price of Motorola Mobility common stock was $[ ] per share.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

This proxy statement, and the documents to which we refer you in this proxy statement, include forward-looking statements that involve risks, uncertainties, estimates and assumptions. If such risks or uncertainties materialize or such estimates or assumptions prove incorrect, the results of the Company and its consolidated subsidiaries could differ materially from those expressed or implied by such forward-looking statements and assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. In many cases you can identify forward-looking statements by the use of words such as believe, estimate, anticipate, intend, plan, continue, potential, contemplate, expect, may, will, likely, could, should or would or other similar words or phrases, although the absence phrases does not necessarily mean that a statement is not forward-looking. These statements are subject to risks, uncertainties and other factors, including, among others:

- the effect of the announcement of the merger on Motorola Mobility s business relationships, operating results and business generally;
- the retention of certain key employees by Motorola Mobility;
- the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement;
- the stockholder approval or other conditions to the completion of the merger not being satisfied, or the regulatory approvals required for the merger not being obtained on the terms expected or on the anticipated schedule;
- the amount of fees and expenses related to the merger;
- the diversion of management s attention from ongoing business concerns;
- the merger agreement s contractual restrictions on the conduct of our business prior to the completion of the merger;
- the possible adverse effect on our business and the price of our common stock if the merger is not completed in a timely manner or at all;
- the outcome of any legal proceedings, regulatory proceedings or enforcement matters that have been or may be instituted against us and others relating to the merger; and
- Motorola Mobility s and Google s ability to meet expectations regarding the timing and completion of the merger.

In addition, we are subject to risks and uncertainties and other factors detailed in Motorola Mobility s annual report on Form 10-K for the fiscal year ended December 31, 2010, filed with the SEC on February 18, 2011, and updated in our subsequently filed quarterly reports on Form 10-Q and current reports on Form 8-K, which should be read in conjunction with this proxy statement. See Where You Can Find More Information on page 85 of this proxy statement.

Many of the factors that will determine Motorola Mobility s future results are beyond Motorola Mobility s ability to control or predict. We cannot assure you that the actual results or developments reflected in these forward-looking statements will be realized or, even if they are realized, that they will have the expected effects on the merger or on our business or operations. In light of the significant uncertainties inherent in the forward-looking statements contained herein, readers should not place undue reliance on forward-looking statements, which reflect management s views only as of the date of this proxy statement. We cannot guarantee any future results, levels of activity, performance or achievements. The statements made in this proxy statement represent Motorola Mobility s views as of the date of this proxy statement, and it should not be assumed that the statements made herein remain accurate as of any future date. Moreover, we assume no obligation and do not intend to update forward-looking statements or update the reasons that actual results could differ materially from those anticipated in forward-looking statements, except as required by law.

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THE SPECIAL MEETING

This proxy statement is being furnished to Motorola Mobility stockholders as part of the solicitation of proxies by the Motorola Mobility Board of Directors for use at the Special Meeting of Motorola Mobility stockholders and any adjournment or postponement thereof.

Date, Time and Place of the Special Meeting

This proxy statement is being furnished to Motorola Mobility stockholders as part of the solicitation of proxies by the Motorola Mobility Board of Directors for use at the Special Meeting to be held on [ ], [ ], 2011, starting at [ ], [ ] time, at [ ], located at [ ] or at any postponement or adjournment thereof.

Purpose of the Special Meeting

The purpose of the Special Meeting is for Motorola Mobility stockholders to consider and vote on the adoption of the merger agreement (and to approve the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies). In addition, Motorola Mobility stockholders will also consider and vote, on an advisory (non-binding) basis, on a proposal to approve the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement.

If the Motorola Mobility stockholders fail to adopt the merger agreement, the merger will not occur. A copy of the merger agreement is attached to this proxy statement as Annex A. You are urged to read the merger agreement in its entirety.

Record Date and Quorum

The Motorola Mobility Board of Directors has fixed [ ], 2011 as the record date for the Special Meeting, and only holders of record of Motorola Mobility common stock as of the close of business on the record date are entitled to vote at the Special Meeting. As of the close of business on the record date, there were [ ] shares of Motorola Mobility common stock outstanding and entitled to vote.

Each share of Motorola Mobility common stock entitles its holder to one vote on each matter properly coming before the Special Meeting.

One third of the outstanding shares of Motorola Mobility common stock, represented in person or by proxy, constitutes a quorum for the purpose of considering the proposals. Shares of Motorola Mobility common stock represented at the Special Meeting but not voted, including broker non-votes and shares of Motorola Mobility common stock for which proxies have been received but for which stockholders have abstained, will be treated as present at the Special Meeting for purposes of determining the presence or absence of a quorum for the transaction of all business. In the event that a quorum is not present at the Special Meeting, the Special Meeting may be adjourned to solicit additional proxies, provided that the proposal to adjourn the Special Meeting has been adopted by the affirmative vote of at least a majority of shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as the majority of votes cast).

Vote Required for Approval

You may vote **FOR** or **AGAINST**, or you may **ABSTAIN** from voting on, the proposal to adopt the merger agreement. Consummation of the merger requires the adoption of the merger agreement by the affirmative vote of at least a majority of the outstanding Motorola Mobility shares entitled to vote at the Special Meeting. Therefore, if you abstain or fail to vote, it will have the same effect as a vote **AGAINST** the proposal to adopt the merger agreement.

The adoption of the proposal to adjourn the Special Meeting to a later time, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of at least a majority of the shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast). Therefore, if you abstain, it will have the same effect as a vote **AGAINST** the adoption of the proposal to adjourn the Special Meeting and if you fail to vote, it will have no effect on the outcome of the proposal.

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The approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement, requires the affirmative vote of at least a majority of the shares of Motorola Mobility common stock represented in person or by proxy at the Special Meeting and entitled to vote on the matter (also known as a majority of votes cast). Therefore, if you abstain, it will have the same effect as a vote **AGAINST** the approval of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement, and if you fail to vote, it will have no effect on the outcome of the proposal.

As of [ ], 2011, Motorola Mobility s directors and executive officers held and are entitled to vote, in the aggregate, approximately [ ] shares of Motorola Mobility common stock, representing approximately [ ]% of Motorola Mobility s outstanding common stock. We currently expect that each of Motorola Mobility s directors and executive officers will vote their shares of Motorola Mobility common stock in favor of the proposals to be presented at the Special Meeting.

Proxies and Revocation

If you are the record owner of your shares of Motorola Mobility common stock and you timely submit a proxy by telephone or via the Internet or by returning a signed and dated proxy card by mail, your shares will be voted at the Special Meeting as you indicate. If you sign your proxy card without indicating your vote, your shares will be voted **FOR** the adoption of the merger agreement, **FOR** the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies, and **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements

and understandings pursuant to which such compensation may be paid or become payable, as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement, and in accordance with the recommendations of the Motorola Mobility Board of Directors on any other matters properly brought before the Special Meeting, or at any adjournment or postponement thereof, for a vote.

If your shares of Motorola Mobility common stock are held in street name, you will receive instructions from your bank, broker or other nominee that you must follow in order to have your shares of Motorola Mobility common stock voted. If you have not received such voting instructions or require further information regarding such voting instructions, contact your bank, broker or other nominee. Banks, brokers or other nominees who hold shares of Motorola Mobility common stock in street name for a beneficial owner of those shares typically have the authority to vote in their discretion on routine proposals when they have not received instructions from beneficial owners. However, banks, brokers and other nominees are not allowed to exercise their voting discretion with respect to the approval of matters that are non-routine, such as adoption of the merger agreement, without specific instructions from the beneficial owner. All proposals for the Special Meeting are non-routine and non-discretionary. Broker non-votes are shares held by a bank, broker or other nominee that are represented at the meeting but with respect to which the bank, broker or other nominee is not instructed by the beneficial owner of such shares to vote on the particular proposal, and the bank, broker or other nominee does not have discretionary voting power on such proposal. If your bank, broker or other nominee holds your shares of Motorola Mobility common stock in street name, your bank, broker or other nominee will vote your shares only if you provide instructions on how to vote by filling out the voter instruction form sent to you by your bank, broker or other nominee with this proxy statement.

Proxies received by Motorola Mobility at any time prior to the closing of the polls at the Special Meeting, in the case of proxies submitted by using proxy cards, or [ ], [ ] Time on [ ], 2011, in the case of proxies submitted by telephone or Internet, that have not been revoked or superseded before being voted, will be voted at the Special Meeting.

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If you are a Motorola Mobility stockholder of record of your shares of Motorola Mobility common stock, you have the right to change or revoke your proxy at any time before the vote taken at the Special Meeting by:

- Vote via Internet. You can vote via the Internet. The website address for Internet voting is provided on your proxy card. You will need to use the control number appearing on your proxy card to vote via the Internet. You can use the Internet to transmit your voting instructions up until 11:59 P.M., Eastern Time on [ ], [ ], 2011. Internet voting is available 24 hours a day. If you vote via the Internet you do NOT need to vote by telephone or return a proxy card.

- Vote by Telephone. You can also vote by telephone by calling the toll-free telephone number provided on your proxy card. You will need to use the control number appearing on your proxy card to vote by telephone. You may transmit your voting instructions from any touch-tone telephone up until 11:59 P.M., Eastern Time on [ ], [ ], 2011. Telephone voting is available 24 hours a day. If you vote by telephone you do NOT need to vote over the Internet or return a proxy card.

- Vote by Mail. You can vote by marking, dating, signing and returning your proxy card in the postage-paid envelope provided. Please promptly mail your proxy card to ensure that it is received prior to the closing of the polls at the Special Meeting.

Registered Motorola Mobility stockholders can revoke their proxy at any time before it is voted at the Special Meeting by either:

- Submitting another timely, later-dated proxy via Internet or by telephone or mail;

- Delivering timely written notice of revocation to the Secretary, Motorola Mobility Holdings, Inc., 600 N. U.S. Highway 45, Libertyville, Illinois 60048; or

- Attending the Special Meeting and voting in person.

If you are a street name holder of Motorola Mobility common stock, you may change your vote by submitting new voting instructions to your bank,

broker or other nominee. You must contact your bank, broker or other nominee to obtain instructions as to how to change or revoke your proxy.

If you own shares of Motorola Mobility common stock through the transitional Motorola Mobility stock fund of the 401(k) Plan, the proxy card includes the shares you hold in the 401(k) Plan as well as the shares you hold outside of the 401(k) Plan. Under the 401(k) Plan, participants are named fiduciaries to the extent of their authority to direct the voting of shares of Motorola Mobility common stock credited to their 401(k) Plan accounts, and their proportionate share of undirected shares. The trustee of the 401(k) Plan will vote undirected shares in the same proportion as the shares for which directions are received, except as otherwise provided in accordance with ERISA. By submitting voting instructions via Internet or by telephone, or if hard copies are requested, by signing, dating and returning the proxy card, you direct the trustee of the 401(k) Plan to vote these shares, in person or by proxy, as designated therein, at the Special Meeting.

Adjournments and Postponements

The Special Meeting may be adjourned or postponed. Under Motorola Mobility s restated bylaws, any special meeting of Motorola Mobility stockholders may be postponed and the chairman of the Special Meeting may adjourn the Special Meeting from time to time as in his judgment is appropriate, whether or not a quorum is present. Motorola Mobility s restated bylaws and Delaware law provide that any adjournment may be made without notice if announced at the meeting at which the adjournment is taken and if the adjournment is to a date that is not greater than 30 days after the original date fixed for the Special Meeting and no new record date is fixed for the adjourned meeting. Any signed proxies received by Motorola Mobility prior to the closing of the polls at the Special Meeting in which no voting instructions are provided on such matter will be voted **FOR** an adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies. Whether or not a quorum exists, holders of a majority of the shares of Motorola Mobility common stock present in person or represented by proxy and entitled to vote on the matter may adjourn the Special Meeting. Because a majority of the votes represented at the meeting is required to approve the proposal to adjourn the meeting, abstentions will have the same effect on such proposal as a vote **AGAINST** the proposal. Any

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adjournment or postponement of the Special Meeting for the purpose of soliciting additional proxies will allow Motorola Mobility stockholders who have already sent in their proxies to revoke them at any time prior to their use at the Special Meeting as adjourned or postponed.

Solicitation of Proxies

This solicitation of proxies is being made by Motorola Mobility and the cost of this solicitation is being borne by Motorola Mobility. We have retained D.F. King & Co., Inc. to assist in the solicitation of proxies for the Special Meeting for an estimated fee of $45,000, plus reimbursement of reasonable out-of-pocket expenses. Our directors, officers and employees may also solicit proxies by personal interview, mail, e-mail, telephone, facsimile or other means of communication. These persons will not be paid additional remuneration for their efforts. We will also request brokers and other fiduciaries to forward proxy solicitation material to the beneficial owners of

shares of Motorola Mobility common stock that the brokers and fiduciaries hold of record. Upon request, we will reimburse them for their reasonable out-of-pocket expenses.

Questions and Additional Information

If you have questions about the merger or how to submit your proxy, or if you need additional copies of this proxy statement or the enclosed proxy card or voting instructions, please call our proxy solicitor, D.F. King & Co., Inc., toll-free at 1-800-207-3158 or collect at 1-212-269-5550.

List of Stockholders

Our list of stockholders entitled to vote at the Special Meeting will be available for inspection at our principal executive offices at least ten days prior to the date of the Special Meeting and continuing through the Special Meeting; the list will also be available at the Special Meeting for inspection by any Motorola Mobility stockholder present at the Special Meeting.

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THE COMPANIES

Motorola Mobility Holdings, Inc.

Motorola Mobility is a provider of innovative technologies, products and services that enable a broad range of mobile and wireline digital communication, information and entertainment experiences. Motorola Mobility s integrated products and platforms deliver rich multimedia content, such as video, voice, messaging and Internet-based applications and services to multiple screens, such as mobile devices, televisions and personal computers. Our product portfolio primarily includes mobile devices, wireless accessories, set-top boxes and video distribution systems, and wireline broadband infrastructure products and associated customer premises equipment. We are focused on developing differentiated, innovative products to meet the expanding needs of consumers to communicate, to collaborate and to discover, consume, create and share content at a time and place of their choosing on multiple devices. We operate our business in two segments, our Mobile Devices segment and our Home segment.

Motorola Mobility s principal executive offices are located at 600 N. U.S. Highway 45, Libertyville, Illinois 60048, and our telephone number is (847) 523-5000. Our Internet website address is *http://investors.motorola.com*. The information provided on Motorola Mobility s website is not part of this proxy statement and is not incorporated herein by reference.

Google Inc.

Google is a global technology leader focused on improving the ways people connect with information. Google aspires to build products that improve the lives of billions of people globally. Google s mission is to organize the world s information and make it

universally accessible and useful. Google s innovations in web search and advertising have made its website a top Internet property and its brand one of the most recognized in the world.

Google generates revenue primarily by delivering relevant, cost-effective online advertising. Businesses use Google s AdWords program to promote their products and services with targeted advertising. In addition, the third parties that comprise the Google Network use Google s AdSense program to deliver relevant ads that generate revenue and enhance the user experience.

Google s principal executive offices are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and its telephone number is (650) 253-0000. Google s Internet website address is *http://investor.google.com*. The information provided on Google s website is not part of this proxy statement and is not incorporated herein by reference.

RB98 Inc.

RB98 Inc., a Delaware corporation and a wholly owned subsidiary of Google, was formed solely for the purpose of facilitating Google s acquisition of Motorola Mobility. RB98 Inc. has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Upon consummation of the proposed merger, RB98 Inc. will merge with and into Motorola Mobility and RB98 Inc. will cease to exist.

RB98 Inc. s principal executive offices are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and its telephone number is (650) 253-0000.

THE MERGER

This discussion of the merger is qualified in its entirety by reference to the merger agreement, which is attached to this proxy statement as Annex A. You should read the entire merger agreement carefully.

Background of the Merger

Since the spinoff of Motorola Mobility from Motorola Solutions on January 4, 2011 (which we refer to in this proxy statement as the Spinoff), our senior management and the Motorola Mobility Board of Directors have reviewed our business strategy and prospects in light of changing business and market conditions with the goal of enhancing stockholder value. Prior to the Spinoff, in 2008, senior management determined to pursue a strategy to concentrate our mobile devices portfolio on smartphones and to use third-party and/or open-source operating systems and associated application ecosystems, predominantly the Google Android operating system (a royalty-free open-source platform) and marketplace, in our wireless products. Accordingly, we entered into various commercial agreements and developed a commercial relationship with Google.

In early July 2011, Andrew Rubin, Senior Vice President of Mobile at Google, contacted Dr. Jha, Chairman and Chief Executive Officer of Motorola Mobility, to request a meeting to discuss the purchase by some of Google s competitors of the patent portfolio of Nortel Networks Corporation and its subsidiaries (which we refer to in this proxy statement as Nortel) in an auction conducted by Nortel in June 2011, and the possible impact of and potential responses to the purchase.

After this initial contact, at meetings throughout early to mid-July 2011, senior management of Motorola Mobility and Google (Dr. Jha; Scott Offer, Senior Vice President and General Counsel of Motorola Mobility; Larry Page, Chief Executive Officer of Google; Nikesh Arora, Senior Vice President and Chief Business Officer of Google; Mr. Rubin; and Kent Walker, Senior Vice President and General Counsel of Google) discussed the strategic direction of Motorola Mobility s Mobile Devices and Home product businesses and the opportunities and challenges faced by those businesses. The parties also discussed the impact of the Nortel auction, intellectual property litigation and the potential impact of such litigation on the Android ecosystem, Motorola

Mobility s patent portfolio and potential strategic options relating to the Motorola Mobility patent portfolio and Motorola Mobility, including the potential sale of Motorola Mobility to Google. At a July 6, 2011 meeting that occurred during this period, Dr. Jha and Mr. Arora discussed the protection of the Android ecosystem and, in the context of this discussion, Dr. Jha indicated to Mr. Arora that it could be problematic for Motorola Mobility to continue as a stand-alone entity if it sold a large portion of its patent portfolio. In connection with these discussions, in mid-July, Motorola Mobility, Inc., a subsidiary of Motorola Mobility, and Google entered into a mutual confidentiality and non-disclosure agreement (which we refer to in this proxy statement as the original confidentiality agreement) providing for due diligence relating to Motorola Mobility s patent portfolio.

Subsequently, on July 20 and July 21, 2011, Carl Icahn (who, together with his affiliates, was then the beneficial owner of approximately 11% of the then-outstanding Motorola Mobility common stock) and Daniel A. Ninivaggi, a director of Motorola Mobility designated by Mr. Icahn pursuant to that certain letter agreement, dated November 30, 2010, among Motorola Mobility, Mr. Icahn and certain of his affiliates, contacted Dr. Jha to express their view that Motorola Mobility should explore alternatives for the Motorola Mobility patent portfolio. On July 21, 2011, Mr. Icahn and his affiliates filed an amendment to their Schedule 13D disclosing such discussions.

On July 21 and 23, 2011, Dr. Jha met with Messrs. Arora and Rubin to discuss strategic options between Motorola Mobility and Google and agreed to continue conversations regarding a potential sale of Motorola Mobility to Google. Messrs. Arora and Rubin conveyed to Dr. Jha in these conversations the importance of acting with speed and confidentiality.

On July 25, 2011, the Motorola Mobility Board of Directors met at a regularly scheduled meeting, for a portion of which a representative of Wachtell, Lipton, Rosen & Katz (which we refer to in this proxy statement as Wachtell Lipton), outside counsel to Motorola Mobility, was present, and discussed, among other things, the conversations with Google as well as the status of ongoing intellectual property litigation and the general prospect of Motorola Mobility s settling some or all of these litigation matters. At the same meeting, the Motorola Mobility Board of Directors authorized management to engage financial advisors to assist management in the consideration of potential strategic transactions.

On July 27, 2011, Motorola Mobility conveyed to Google, and from time to time over the next several days reiterated its request that Google execute, a proposed amendment to the original confidentiality agreement to expand its scope to cover due diligence relating to a possible acquisition of Motorola Mobility by Google and to impose standstill obligations on Google. Google did not accede to these requests to execute an amendment that included a standstill undertaking.

On July 28, 2011, Dr. Jha, Mr. Arora and David Drummond, Senior Vice President, Corporate Development and Chief Legal Officer of Google, met (with Mr. Drummond participating by phone) to discuss Google s interest in Motorola Mobility, including its mobile devices and home businesses, the significant economic terms of a potential acquisition of Motorola Mobility by Google on a preliminary basis and a process relating to the negotiation of the terms of a potential acquisition that would be both confidential and expedited. The Google representatives indicated that they were preliminarily considering a per share purchase price range in the high $20s or low $30s.

On August 1, 2011, Google sent a letter to the Motorola Mobility Board of Directors proposing an acquisition of Motorola Mobility by Google for $30.00 in cash per share of Motorola Mobility common stock. The proposal was subject to the completion of due diligence and expressed Google s preference to continue negotiations in a confidential and expeditious manner. In addition, this proposal letter from Google requested a response from the Motorola Mobility Board of Directors by August 4, 2011 and contemplated that, with cooperation from both sides in connection with due diligence and negotiation of the merger agreement, the parties would enter into a definitive agreement by August 12, 2011. Prior to the receipt of the letter, Messrs. Rubin and Arora had contacted Dr. Jha to express orally that the proposal must be kept strictly confidential and acted upon expeditiously. Mr. Arora reiterated this message to Dr. Jha after the delivery of the letter.

On the same day, Motorola Mobility engaged Qatalyst Partners and Centerview as its financial advisors.

On August 2, 2011, the Motorola Mobility Board of Directors met telephonically, with representatives of Qatalyst Partners and Wachtell Lipton, to discuss Google s August 1 letter. In light of the fact that management and Motorola Mobility s financial advisors were still in the process of evaluating Google s proposal, as well as other strategic alternatives that could hypothetically be pursued by Motorola Mobility, including the prospect of settling some or all of the intellectual property litigation, the Motorola Mobility Board of Directors made a decision to defer a definitive response to Google and instructed Qatalyst Partners to convey that decision to Google.

Also on August 2, 2011, Mr. Icahn contacted Dr. Jha to receive an update on, and discuss, Google s August 1 proposal. Pursuant to a confidentiality agreement, dated November 30, 2010, between Mr. Icahn and Motorola Mobility, Mr. Ninivaggi may share non-public information with Mr. Icahn subject to the terms and conditions of that agreement.

From August 2 through August 5, 2011, Dr. Jha and representatives of Qatalyst Partners engaged in various conversations with Mr. Drummond and Mr. Arora concerning Google s proposal during which Mr. Drummond indicated that Google was willing to improve the terms of its proposal but reiterated that Google s proposal must be kept confidential and that a response must be received quickly.

On August 5, 2011, the Motorola Mobility Board of Directors met telephonically, including representatives of its financial and legal advisors, to discuss a response to Google. After consideration of a number of factors, including the then current status of the intellectual property litigation and the prospects of settling some or all of the intellectual property litigation, Google s willingness to negotiate improved terms and concerns regarding the risks of an unauthorized public disclosure of the Google proposal, the Motorola Mobility Board of Directors instructed Qatalyst Partners and management to reject Google s proposed $30.00 per share purchase price and determine whether Google would increase its proposed purchase price. After the meeting, a representative from Qatalyst Partners contacted Mr. Drummond to reject the $30.00 per share offer and suggested that Google increase its proposed price to $43.50 per share.

The representative from Qatalyst Partners stated that any proposal would be subject to final approval from the Motorola Mobility Board of Directors.

From August 5 through August 14, 2011, management of Motorola Mobility, together with Qatalyst Partners, engaged in negotiations with representatives of Google and representatives of Google s financial advisor, Lazard Frères & Co. LLC (which we refer to in this proxy statement as Lazard), with respect to the economic terms of the proposal.

On August 7, 2011, Dr. Jha and representatives of Qatalyst Partners met with Messrs. Drummond, Rubin and Arora and a representative of Lazard to further discuss the proposed business combination. Dr. Jha and a representative of Qatalyst Partners reiterated the request that the proposed purchase price be increased and the attendees at the meeting discussed preliminarily a framework for a definitive agreement, including the possibility that the definitive agreement might provide for a fee payable by Google under certain circumstances if the parties were unable to obtain the requisite antitrust clearances to consummate the merger.

On August 9, 2011, Mr. Arora telephoned Dr. Jha to increase Google s proposed purchase price to $37.00 per share. Dr. Jha responded to Mr. Arora that he would be prepared to recommend that the Motorola Mobility Board of Directors consider accepting a proposed price of $40.50 or higher.

Also on August 9, 2011, Google sent a letter to Dr. Jha increasing its proposed purchase price to $40.00 per share. The letter proposed that the parties immediately commence due diligence relating to the proposed merger and negotiation of a definitive merger agreement and be in a position to announce the execution of the merger agreement by August 14, 2011. The letter concluded by requesting a response by the close of business on August 10, 2011.

On August 10, 2011, the Motorola Mobility Board of Directors met, together with its financial and legal advisors, through video conference to discuss Google s August 9 proposal. Management also reviewed for the Motorola Mobility Board of Directors Motorola Mobility s long-range stand-alone plan. Representatives of each of Qatalyst Partners and Centerview reviewed with the directors the financial terms of Google s August 9 proposal and discussed the results of their analyses of some strategic alternatives that could hypothetically be pursued by Motorola Mobility, including the prospects of settling some or all of the intellectual property litigation. In connection with that discussion, the Motorola Mobility Board of Directors also received an update on the status of the ongoing intellectual property litigation. At the meeting, the Board also considered, with advice from Motorola Mobility s advisors, whether to solicit proposals from other potential buyers. Following this discussion, and taking into account advice from Motorola Mobility s advisors, the Board determined, for the reasons set forth below under Reasons for the Merger; Recommendation of the Motorola Mobility Board of Directors Value Presented and Deal Terms , that it was preferable to negotiate on a confidential basis with a single potential acquiror, rather than to conduct a private or public auction of Motorola Mobility. At the conclusion of that meeting, the Motorola Mobility Board of Directors, without determining to accept Google s August 9 proposal, authorized management to negotiate the terms and conditions of a potential transaction between Motorola Mobility and Google on the basis of that proposal. Dr. Jha also indicated that if he were to be approached by Google, he would not engage in any negotiations with Google regarding the terms of any future employment arrangements until a definitive merger agreement (if any) was executed.

On August 11, 2011, Motorola Mobility and Google entered into an amendment to the original confidentiality agreement to, among other things, expand the scope of the confidential information being made available to Google by Motorola Mobility to cover due diligence relating to the proposed acquisition of Motorola Mobility by Google. The amendment did not include a standstill undertaking by Google.

Also on August 11, 2011, Motorola Mobility conducted a management presentation to certain senior management of Google and Google s advisors, including discussions of Motorola Mobility s mobile devices and home businesses. Google also began to conduct a due diligence review of Motorola Mobility on the same day.

Also on August 11, 2011, Cleary Gottlieb Steen & Hamilton LLP (which we refer to in this proxy statement as Cleary Gottlieb), outside counsel to Google, sent a draft merger agreement to Wachtell Lipton.

From August 11 through August 14, 2011, Dr. Jha, Mr. Offer, and Marc Rothman, Senior Vice President and Chief Financial Officer of Motorola Mobility, together with representatives from Qatalyst Partners and Wachtell Lipton, engaged in various

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negotiations with Mr. Drummond and Donald Harrison, Vice President and Deputy General Counsel of Google and representatives of Lazard and Cleary Gottlieb to discuss and finalize the terms of the proposed transaction and to negotiate acceptable final transaction documents, including, without limitation, provisions relating to the scope of covenants and conditions relating to antitrust clearances, the amount of the termination fee and reverse termination fee, whether the payment of such termination fee or reverse termination fee would serve as liquidated damages and the terms under which Motorola Mobility would be permitted to respond to certain unsolicited alternative proposals. Also during this period, Google and its advisors continued to conduct due diligence review with respect to Motorola Mobility.

On the evening of August 14, 2011, the Motorola Mobility Board of Directors met telephonically to discuss the transaction. Wachtell Lipton reviewed with the Motorola Mobility Board of Directors its fiduciary duties and then described to the Motorola Mobility Board of Directors the terms of the proposed merger agreement with Google, including termination fees, antitrust covenants, closing conditions, provisions relating to Motorola Mobility s ability to respond to alternative proposals, employee benefits provisions and other terms and conditions. During the course of this meeting, Mr. Ninivaggi advised the Motorola Mobility Board of Directors that Mr. Icahn had informed him that Mr. Icahn s present intention was to support the proposed merger without a voting agreement. Representatives of each of Qatalyst Partners and Centerview reviewed the financial terms of the Google proposal. Each of Qatalyst Partners and Centerview then delivered to the Motorola Mobility Board of Directors an oral opinion, which opinion was subsequently confirmed in writing, to the effect that, as of that date and based upon and subject to the factors and assumptions set forth therein, the $40.00 cash merger consideration to be paid to the holders of the outstanding shares of Motorola Mobility common stock pursuant to the merger agreement was fair from a financial point of view to such holders (in the case of the Qatalyst opinion, other than Google and its affiliates, and in the case of the Centerview opinion, other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares). The full text of the written opinion of each of Qatalyst Partners and Centerview, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection

with such opinion, is attached as Annex B and Annex C to this proxy statement, respectively.

After considering the proposed terms of the merger agreement with Google, the views of management and the various presentations of its legal and financial advisors, and taking into consideration the factors described under Reasons for the Merger; Recommendation of the Motorola Mobility Board of Directors and Interests of Motorola Mobility s Directors and Executive Officers in the Merger, the Motorola Mobility Board of Directors unanimously determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility stockholders, and adopted and approved the merger agreement, the merger and the other transactions contemplated by the merger agreement, and recommended that Motorola Mobility stockholders adopt the merger agreement.

On the morning of August 15, 2011, Motorola Mobility and Google entered into the definitive merger agreement. Shortly thereafter, Motorola Mobility and Google issued a joint press release announcing that they had entered into the merger agreement.

Reasons for the Merger; Recommendation of the Motorola Mobility Board of Directors

After careful consideration, the Motorola Mobility Board of Directors unanimously determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility stockholders, and unanimously adopted and approved the merger agreement, the merger and the other transactions contemplated by the merger agreement and resolved to recommend that Motorola Mobility stockholders vote for the adoption of the merger agreement.

In reaching its decision to adopt and approve, and declare advisable, the merger agreement and resolving that Motorola Mobility stockholders vote for the adoption of the merger agreement, the merger and the other transactions contemplated by the merger agreement, the Motorola Mobility Board of Directors consulted with Motorola Mobility s management, as well as its financial and legal advisors, and considered a number of factors including its knowledge of Motorola Mobility s business, operations, financial condition, earnings and prospects, as well as the risks in achieving those prospects, including uncertainties associated with achieving financial forecasts. Among the various factors that the Motorola Mobility board members believed supported their decision are:

Ongoing Business Risk

its belief that the merger agreement and the transactions contemplated by the merger agreement were more favorable to Motorola Mobility stockholders than remaining independent or other strategic alternatives reasonably available to Motorola Mobility and its stockholders, particularly in recognition of the ongoing risks Motorola Mobility faces in a historically volatile consumer-based industry with intense competition from highly successful competitors, short product cycles relying heavily on product execution, carrier and consumer demand, evolving technologies and ongoing intellectual property litigation;

the risk that Motorola Mobility s performance may not meet market expectations, which could adversely impact Motorola Mobility s trading range, or meet internal forecasts, which, in each case, may be due to a variety of factors, including but not limited to:

the level of demand for Motorola Mobility s products,

Motorola Mobility s ability to introduce new products and technologies in a timely manner,

unexpected liabilities, expenses or business interruptions, including unfavorable outcomes to any pending or future litigation or regulatory or similar proceeding, and

fluctuations in Motorola Mobility s operating results, unanticipated delays or accelerations in Motorola Mobility s sales cycles and the difficulty of accurately estimating revenues;

its knowledge of the current economic environment generally, and the impact of the economic environment on Motorola Mobility, including the likely effects of these factors on Motorola Mobility s potential growth, development, productivity, strategic options and its customers and suppliers;

Value Presented and Deal Terms

the fact that the terms of the merger agreement provide cash consideration which the Board considers fair even in the absence of the risks facing Motorola Mobility and assuming the business executes well on its strategy;

the fact that Google must use reasonable best efforts to obtain necessary antitrust clearances and that under certain circumstances, if such clearances are not obtained despite such efforts, Google would be required to pay Motorola Mobility a termination fee of $2.5 billion and that under certain circumstances if Google breached its obligation to use reasonable best efforts to obtain necessary antitrust clearances, Motorola Mobility may be able to seek additional damages from Google in an amount equal to $1 billion, in addition to the reverse termination fee of $2.5 billion;

recent and historical market prices for Motorola Mobility common stock, as compared to the financial terms of the merger, including the fact that the merger consideration of $40.00 per share of Motorola Mobility common stock represented approximately a 63% premium over $24.47, the closing price of Motorola Mobility shares on the NYSE on August 12, 2011, the last trading day before the date on which the transaction was publicly announced;

the fact that the merger consideration consists solely of cash, providing Motorola Mobility stockholders with certainty of value and liquidity;

the belief of the Motorola Mobility Board of Directors that it was preferable to negotiate on a confidential basis with a single potential acquiror rather than to conduct a private or public auction of Motorola Mobility, particularly in light of (1) the risk that a public auction would not result in a transaction at a more attractive price than offered by Google and that a failed attempt to sell Motorola Mobility would be highly detrimental to Motorola Mobility, (2) the fact that Motorola Mobility would be permitted, under circumstances described in the merger agreement, to terminate the merger agreement in order to enter into an agreement with respect to a superior proposal (as defined under The Merger Agreement Motorola Mobility Board Recommendation) after giving Google the opportunity to match the superior proposal and upon payment of a $375 million termination fee (refer to The Merger Agreement Termination Fees), and (3) the advice of its financial advisors that the approach pursued was the most likely to result in the highest price reasonably available for Motorola Mobility;

the belief of the Motorola Mobility Board of Directors that the Company faces certain risks related to (i) the ongoing continued intellectual property litigation and claims, including potential injunctions or exclusion orders from importation into the U.S. and other jurisdictions, and (ii) new intellectual property infringement claims against Motorola Mobility, or Motorola Mobility s customers or suppliers, and that, in light of such risks, it would be beneficial to current stockholders to have the certainty of cash merger consideration, and that the merger may reduce such risks;

the belief of the Motorola Mobility Board of Directors that an acquisition by Google has a reasonable likelihood of closing without potential issues under applicable antitrust laws;

the financial presentation of Qatalyst Partners and its opinion to the Motorola Mobility Board of Directors, to the effect that, as of that date and based upon and subject to the factors and assumptions set forth therein, the $40.00 merger consideration to be received by the holders of the outstanding shares of Motorola Mobility common stock pursuant to the merger agreement was fair from a financial point of view to such holders (other than Google or its affiliates). The full text of the written opinion of Qatalyst Partners, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached to this proxy statement as Annex B. A discussion of the opinion and presentation appears under Opinion of Qatalyst Partners ;

the financial presentation of Centerview and its opinion to the Motorola Mobility Board of Directors, to the effect that, as of that date and based upon and subject to the factors and assumptions set forth therein, the $40.00 merger consideration to be paid to the holders of the outstanding shares of Motorola Mobility common stock pursuant to the merger agreement was fair from a financial point of view to such holders (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares). The full text of the written opinion of Centerview, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached to this proxy statement as Annex C. A discussion of the opinion and presentation appears under Opinion of Centerview ;

the fact that the financial and other terms and conditions of the merger agreement and the transactions contemplated thereby, including the antitrust covenants agreed to by Google related to obtaining applicable regulatory approvals and the absence of a financing condition, were the product of arm s-length negotiations among the parties and provided reasonable assurances that the merger would ultimately be consummated on a timely basis; and

Ability to Receive a Superior Proposal

the fact that, subject to compliance with the terms and conditions of the merger agreement, Motorola Mobility may be permitted to furnish information to and conduct negotiations with third parties that make a *bona fide* unsolicited acquisition proposal for Motorola Mobility (as defined under The Merger Agreement No Solicitation).

The Motorola Mobility Board of Directors also considered a variety of risks and other potentially negative factors concerning the merger agreement, the merger and the other transactions contemplated by the merger agreement, including the following:

Risk of Not Closing

the risks and costs to Motorola Mobility if the merger does not close, including the diversion of management and employee attention, potential employee attrition and the potential effect on business relationships;

the fact that the merger might not be completed in a timely manner or at all due to a delay in receiving or a failure to receive necessary antitrust and other approvals, including under the HSR Act and the applicable merger control laws of the European Commission and other foreign jurisdictions;

Business Opportunity Costs

the fact that the all-cash price, while providing relative certainty of value, would not allow Motorola Mobility stockholders to participate in

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potential further appreciation of Google s stock after the merger;

the fact that the receipt of the merger consideration in exchange for shares of Motorola Mobility common stock pursuant to the merger generally will be a taxable transaction for U.S. federal income tax purposes;

the fact that, although Motorola Mobility will continue to exercise, consistent with the terms and conditions of the merger agreement, control and supervision over its operations prior to the effective time of the merger (including the right to defend or prosecute any litigation or threatened or pending claims in the ordinary course, consistent with the terms of the merger agreement), there are restrictions on the conduct of Motorola Mobility s business prior to the consummation of the merger, requiring Motorola Mobility to conduct its business in all material respects only in the ordinary course, subject to specific limitations, which may delay or prevent Motorola Mobility from undertaking business opportunities that may arise during the term of the merger agreement, whether or not the merger is consummated;

the potential negative impact on certain customer relationships and uncertainties surrounding those relationships;

that Motorola Mobility has certain potential near-term intellectual property (IP) licensing opportunities and certain IP litigation risks that without the merger may have been able to be settled on favorable terms to Motorola Mobility and may be more difficult to settle on such terms after entry into the merger agreement. Further, if licenses are not entered into and litigation is not settled, Motorola Mobility s position in these matters may be prejudiced if the proposed merger does not close;

Acquisition Opportunity Costs

the fact that, due to the insistence of Google that its proposal be kept strictly confidential and that the definitive agreements be entered into as quickly as possible, as well as the factors discussed above under *Value Presented and Deal Terms*, Motorola Mobility entered into the merger agreement without a pre-signing market check, although the merger agreement permits Motorola Mobility, subject to compliance with the terms and conditions of the merger agreement, to respond to unsolicited acquisition proposals that could reasonably be expected to result in a superior proposal;

the restrictions on Motorola Mobility s ability to solicit or engage in discussions or negotiations regarding alternative business combination transactions or other types of specified transactions, which could represent substantial lost opportunities to Motorola Mobility, subject to specified exceptions, and the requirement that Motorola Mobility pay the termination fee of $375 million to accept a superior proposal, which may discourage a competing proposal to acquire Motorola Mobility that may be more advantageous to Motorola Mobility stockholders;

the structure of the merger and the terms of the merger agreement, including the merger agreement s non-solicitation and stockholder approval covenants, and provision for Motorola Mobility s payment of a termination fee of $375 million to Google in the case of certain events, which the Motorola Mobility Board of Directors understood, while potentially having the effect of discouraging third parties from proposing a competing business transaction after the merger agreement was signed, were conditions to Google s willingness to enter into the merger agreement, and understood, based on the advice of its advisors, was consistent with the fee payable in similar transactions and was not so large as to likely prevent a prospective bidder from making a bid; and

Interests in the Transaction

- the fact that some of Motorola Mobility s directors and executive officers have other interests in the merger that are in addition to their interests as Motorola Mobility stockholders, including the manner in which they would be affected by the merger (refer to Interests of Motorola Mobility s Directors and Executive Officers in the Merger).

The foregoing discussion of the factors considered by the Motorola Mobility Board of Directors is not intended to be exhaustive, but, rather, includes the material factors considered by the Motorola Mobility Board of Directors. In reaching its decision to adopt and approve, and declare advisable, the merger agreement, the merger and the other transactions contemplated by the merger agreement, the Motorola Mobility Board of Directors did not quantify or assign any relative weights to the factors considered, and individual directors may have given different weights to different factors. The Motorola Mobility Board of Directors considered all these factors as a whole, including discussions with, and questioning of, Motorola Mobility management and Motorola Mobility s financial and legal advisors, and overall considered the factors to be favorable to, and to support, its determination.

For the reasons set forth above, the Motorola Mobility Board of Directors unanimously determined that the merger and the transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility and its stockholders, and unanimously adopted and approved, and declared advisable, the merger agreement. The Motorola Mobility Board of Directors unanimously recommends that the Motorola Mobility stockholders vote **FOR** the adoption of the merger agreement.

Recommendation of the Motorola Mobility Board of Directors

After careful consideration, the Motorola Mobility Board of Directors, by unanimous vote:

- has determined that the merger and the other transactions contemplated by the merger agreement are advisable and fair to, and in the best interests of, Motorola Mobility stockholders;

- recommends that Motorola Mobility stockholders vote **FOR** the adoption of the merger agreement;

- recommends that Motorola Mobility stockholders vote **FOR** the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies; and

- recommends that Motorola Mobility stockholders vote **FOR** the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger, including the agreements and understandings pursuant to which such compensation may be paid or become payable as described in the section entitled The Merger Motorola Mobility Golden Parachute Compensation on page 49 of this proxy statement.

Opinion of Qatalyst Partners

We retained Qatalyst Partners to act as financial advisor to the Motorola Mobility Board of Directors for the purpose of advising us in connection with a

potential transaction such as the merger and to evaluate whether the consideration to be received by the holders of our common stock (other than Google or any affiliates of Google) pursuant to the merger agreement was fair, from a financial point of view, to such holders. We selected Qatalyst Partners to act as our financial advisor based on its qualifications, expertise, reputation and knowledge of Motorola Mobility s business and affairs and the industry in which we operate. Qatalyst Partners has provided its written consent to the reproduction of the Qatalyst Partners opinion in this proxy statement. At the meeting of the Motorola Mobility Board of Directors on August 14, 2011, Qatalyst Partners rendered its oral opinion that, as of such date and based upon and subject to the considerations, limitations and other matters set forth therein, the consideration to be received by the holders of Company common stock (other than Google or any affiliates of Google) pursuant to the merger agreement was fair, from a financial point of view, to such holders. Qatalyst Partners delivered its written opinion, dated August 14, 2011, to the Motorola Mobility Board of Directors following the Board meeting.

The full text of the Qatalyst Partners written opinion, dated August 14, 2011, to the Motorola Mobility Board of Directors is attached hereto as Annex B and is incorporated into this proxy statement by reference. The opinion sets forth, among other things, the

assumptions made, procedures followed, matters considered and limitations and qualifications of the review undertaken by Qatalyst Partners in rendering its opinion. You should read the opinion carefully in its entirety. The Qatalyst Partners opinion was provided to the Motorola Mobility Board of Directors and addresses only the fairness, as of the date of the opinion and from a financial point of view, of the $40.00 per share cash consideration to be received by the holders of Company common stock (other than Google or any affiliates of Google) pursuant to the merger agreement, and does not address any other aspect of the merger. It does not constitute a recommendation as to how any stockholder should vote with respect to the merger or any other matter and does not in any manner address the prices at which Company common stock will trade at any time. The summary of the Qatalyst Partners opinion set forth herein is qualified in its entirety by reference to the full text of the opinion.

In arriving at its opinion, Qatalyst Partners reviewed a draft of the merger agreement dated

August 13, 2011 and certain publicly available financial statements and other business and financial information of Motorola Mobility. Qatalyst Partners also reviewed the selected unaudited prospective financial information, which is described in the section entitled The Merger Selected Unaudited Prospective Financial Information on page 51 of this proxy statement, and certain publicly available research analyst reports for Motorola Mobility. Additionally, Qatalyst Partners discussed the past and current operations and financial condition and the prospects of Motorola Mobility with senior executives of Motorola Mobility. Qatalyst Partners also reviewed the historical market prices and trading activity for Motorola Mobility s common stock and compared the financial performance of Motorola Mobility and the prices and trading activity of Motorola Mobility s common stock with that of certain other selected publicly traded companies and their securities. In addition, Qatalyst Partners performed such other analyses, reviewed such other information and considered such other factors as it deemed appropriate.

In arriving at its opinion, Qatalyst Partners assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to, or discussed with, it by Motorola Mobility. With respect to the selected unaudited prospective financial information, Qatalyst Partners was advised by the management of Motorola Mobility, and Qatalyst Partners assumed, that the selected unaudited prospective financial information had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Motorola Mobility of the future financial performance of Motorola Mobility and other matters covered thereby. Qatalyst Partners assumed that the final executed merger agreement would not differ in any material respect from the draft of the merger agreement dated August 13, 2011 that it reviewed, and that the merger will be consummated in accordance with the terms set forth in the draft merger agreement, without any modification or delay. In addition, Qatalyst Partners assumed that in connection with the receipt of all the necessary approvals of the proposed merger, no delays, limitations, conditions or restrictions will be imposed that could have an adverse effect on Motorola Mobility. Qatalyst Partners did not make any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Motorola Mobility, nor has it been furnished with any such evaluation or appraisal. In particular, Qatalyst

Partners did not make any independent evaluation or appraisal of Motorola Mobility s intellectual property, nor did it analyze such intellectual property separate from the broader business of Motorola Mobility. In addition, Qatalyst Partners relied, without independent verification, upon the assessments of the management of Motorola Mobility as to the existing and future technology and products of Motorola Mobility and the risks associated with such technology and products.

The Qatalyst Partners opinion has been approved by the Qatalyst Partners opinion committee in accordance with its customary practice.

The Qatalyst Partners opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to it as of, the date the opinion was delivered. Events occurring after the date of the Qatalyst Partners opinion may affect the opinion and the assumptions used in preparing it, and Qatalyst Partners has not assumed any obligation to update, revise or reaffirm its opinion. The Qatalyst Partners opinion does not address the underlying business decision of Motorola Mobility to engage in the merger, or the relative merits of the merger as compared to any strategic alternatives that may have been available to Motorola Mobility. The Qatalyst Partners opinion is limited to the fairness, from a financial point of view, of the $40.00 per share cash consideration to be received by Motorola Mobility s stockholders (other than Google or any affiliates of Google) pursuant to the merger agreement, and Qatalyst Partners expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of Motorola Mobility s officers, directors or employees, or any class of such persons, relative to such consideration.

The following is a brief summary of the material analyses performed by Qatalyst Partners in connection with its opinion dated August 14, 2011. The analyses and factors described below must be considered as a whole; considering any portion of such analyses or factors, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying the Qatalyst Partners opinion. For purposes of its analyses, Qatalyst Partners utilized both third-party research analysts projections (which we refer to as the analyst projections), and the selected unaudited prospective financial information. Some of the summaries of the financial analyses include information presented in tabular format. The tables are not intended to stand alone, and in order to more fully

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understand the financial analyses used by Qatalyst Partners, the tables must be read together with the full text of each summary. Considering the data set forth below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the financial analyses that Qatalyst Partners conducted.

For purposes of its analyses, Qatalyst Partners reviewed a number of financial metrics including:

Fully Diluted Enterprise Value generally the value as of a specific date of the relevant company s outstanding equity securities (taking into account its outstanding options, warrants and other convertible securities) plus the value of its minority interest and the amount of its net debt (i.e., the amount of its outstanding indebtedness, preferred stock and capital lease obligations less the amount of cash and cash equivalents on its balance sheet) as of a specified date.

Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) generally the amount of the relevant company s operating profits, excluding stock-based compensation and non-recurring charges, before interest, taxes, depreciation and amortization, for a specified time period.

Net Operating Profits After Taxes (NOPAT) generally the amount of the relevant company s operating profits, excluding stock-based compensation and non-recurring charges, tax-affected for a specified time period.

Selected Companies Analysis. Qatalyst Partners compared selected financial information and public market multiples for Motorola Mobility with publicly available information and public market multiples for the following selected companies:

Selected Technology Leaders with Mobile Platforms

Apple Inc.

Google Inc.

Microsoft Corporation

Selected Mobile Device Pure Play

HTC Corporation

Nokia Corporation

Research in Motion Limited

Selected Mobile IP

ARM Holdings, plc

InterDigital, Inc.

QUALCOMM Incorporated

Selected Other IP

Acacia Research Corporation

Dolby Laboratories, Inc.

Rambus, Inc.

Rovi Corporation

RPX Corporation

Tessera Technologies, Inc.

Selected Home Networking

ARRIS Group, Inc.

Cisco Systems, Inc.

Pace plc

Technicolor SA

TiVo Inc.

Based upon selected Wall Street analyst research and research analyst consensus estimates for calendar year 2012 and using the closing prices as of August 12, 2011 for shares of the selected companies, Qatalyst Partners calculated, among other things, the following multiples for each of the selected companies and Motorola Mobility:

- the implied Fully Diluted Enterprise Value divided by the estimated revenue for calendar year 2012 (CY12E Revenue Multiple);
- the implied Fully Diluted Enterprise Value divided by the estimated EBITDA for calendar year 2012 (CY12E EBITDA Multiple);
- the implied Fully Diluted Enterprise Value divided by the estimated NOPAT for calendar year 2012 (CY12E NOPAT Multiple); and
- the closing stock price divided by the estimated earnings per share for calendar year 2012 (CY12E P/E Multiple).

The following table summarizes the high, low and mean values of each multiple for the selected companies in the categories listed above:

	Technology Leaders with Mobile Platforms			Mobile Device Pure Play			Mobile IP			Other IP			Home Networking		
	High	Low	Mean	High	Low	Mean	High	Low	Mean	High	Low	Mean	High	Low	Mean
CY12E Revenue Multiple	4.47x	2.04x	2.88x	0.84x	0.29x	0.52x	13.21x	3.63x	6.87x	6.20x	0.49x	3.91x	3.63x	0.28x	1.28x
CY12E EBITDA Multiple	8.4x	4.8x	6.3x	5.9x	2.1x	4.1x	22.0x	5.8x	12.1x	12.8x	2.1x	7.5x	5.2x	2.2x	3.5x
CY12E NOPAT Multiple	11.9x	6.5x	8.8x	9.9x	3.5x	6.8x	37.5x	11.3x	20.3x	24.2x	3.3x	13.6x	7.6x	4.2x	6.4x
CY12E P/E Multiple	13.6x	7.8x	10.5x	17.0x	3.7x	9.6x	14.0x	13.8x	13.9x	30.3x	9.9x	16.6x	10.5x	3.3x	7.5x

The following table summarizes the corresponding multiples for Motorola Mobility based on the selected unaudited prospective financial information and the analyst projections:

	Unaudited Prospective Financial Information	Analyst Projections
CY12E Revenue Multiple	0.24x	0.28x
CY12E EBITDA Multiple	3.5x	5.3x
CY12E NOPAT Multiple	5.8x	10.2x
CY12E P/E Multiple	10.6x	17.9x

Qatalyst Partners performed selected companies analyses on both a consolidated basis and a sum-of-the-parts basis as described below.

Consolidated Selected Companies Analysis. Based on an analysis of the CY12E NOPAT Multiple for each of the selected companies, Qatalyst Partners selected a representative range of 7.0x to 11.0x and applied this range to Motorola Mobility s estimated calendar year 2012 NOPAT. Based on Motorola Mobility s outstanding shares of common stock as reported in Motorola Mobility s quarterly report on Form 10-Q for the period ending July 2, 2011 and outstanding options and restricted stock units based on Motorola Mobility s calculations as of August 2, 2011, this analysis implied a range of values for Motorola Mobility s common stock of approximately $27.30 to $36.28 per share based on the selected unaudited prospective financial information and approximately $20.25 to $25.58 per share based on the analyst projections.

Illustrative Sum-of-the-Parts Selected Companies Analysis. Qatalyst Partners also performed a selected companies analysis on a sum-of-the-parts basis to calculate an implied valuation for Motorola Mobility based on a valuation of selected companies for each its segments. As described below, Qatalyst Partners performed two separate sum-of-the-parts analyses, which we refer to as Sum-of-the-Parts Analysis 1 and Sum-of-the-Parts Analysis 2.

In Sum-of-the-Parts Analysis 1, Qatalyst Partners performed selected companies analyses on Motorola Mobility s Mobile Devices segment and
Home segment, in addition to considering the value of Motorola Mobility s tax assets and net cash position. Based on an analysis of the CY12E NOPAT Multiple for each of the selected Technology Leaders with Mobile Platforms, Mobile Device Pure Play, Mobile IP and

Other IP companies for the Mobile Devices segment and the CY12E EBITDA Multiple for each of the selected Home Networking companies for the Home segment, Qatalyst Partners selected representative ranges of (i) 7.0x to 11.0x in the case of the Mobile Devices segment, which was applied to the calendar year 2012 NOPAT of the Mobile Devices segment and (ii) 4.0x to 5.0x in the case of the Home segment, which was applied to the estimated calendar year 2012 EBITDA of the Home segment.

In Sum-of-the-Parts Analysis 2, Qatalyst Partners carved out IP licensing from Motorola Mobility s Mobile Devices segment and performed selected companies analyses on the following three segments: Mobile Operating Company, Mobile IP Licensing and Home, in addition to considering the value of Motorola Mobility s tax assets and net cash position. The Mobile IP Licensing segment, which was subsumed within Motorola Mobility s Mobile Devices segment in Sum-of-the-Parts Analysis 1, refers to royalties received through the ordinary course licensing of Motorola Mobility s intellectual property to third parties. Based on an analysis of the CY12E NOPAT Multiple for each of the selected Technology Leaders with Mobile Platforms and Mobile Device Pure Play companies for Mobile

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Operating Company, the CY12E NOPAT Multiple in respect of each of the selected Mobile IP and Other IP companies in respect of Mobile IP Licensing and the CY12E EBITDA Multiple in respect of each of the selected Home Networking companies for the Home segment, Qatalyst Partners selected representative ranges of (i) 6.0x to 10.0x in the case of Mobile Operating Company, which was applied to the calendar year 2012 NOPAT of Mobile Operating Company, (ii) 11.0x to 14.0x in the case of Mobile IP Licensing, which was applied to the calendar year 2012 NOPAT of Mobile IP Licensing and (iii) 4.0x to 5.0x in the case of the Home segment, which was applied to the estimated calendar year 2012 EBITDA of the Home segment.

Based on Motorola Mobility s outstanding shares of common stock as reported in Motorola Mobility s quarterly report on Form 10-Q for the period ending July 2, 2011 and outstanding options and restricted stock units based on Motorola Mobility s calculations as of August 2, 2011, these analyses implied ranges of values for Motorola Mobility s common stock of approximately (i) $27.96 to $34.83 per share in Sum-of-the-Parts Analysis 1 and (ii) $29.28 to $35.57 per share in Sum-of-the-Parts Analysis 2.

No company included in the selected companies analysis is identical to Motorola Mobility or any of the segments described above. These companies were selected, among other reasons, because they are publicly traded companies in Motorola Mobility s industry and/or have operating or financial characteristics that, for purposes of these analyses, may have similarities with those of Motorola Mobility or the segments described above. In evaluating the selected companies, Qatalyst Partners made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters. Many of these matters are beyond the control of Motorola Mobility, such as the impact of competition on the business of Motorola Mobility and the industry in general, industry growth and the absence of any material adverse change in the financial condition and prospects of Motorola Mobility or the industry or in the financial markets in general. Mathematical analysis, such as determining the arithmetic mean, or the high or low, is not in itself a meaningful method of using selected company data.

Illustrative Discounted Cash Flow Analysis. Qatalyst Partners performed an illustrative

discounted cash flow (DCF) analysis, which is designed to imply a potential value of a company by calculating the net present value of estimated future cash flows and corresponding terminal value of such company. Qatalyst Partners performed DCF analyses on both a consolidated basis and a sum-of-the-parts basis, dividing Motorola Mobility s operating businesses for purposes of the sum-of-the-parts analysis into a Mobile Devices segment and a Home segment.

Illustrative Consolidated Discounted Cash Flow Analysis. Qatalyst Partners performed a DCF analysis of Motorola Mobility on a consolidated basis by calculating the net present value of unlevered free cash flows for Motorola Mobility for the second half of calendar year 2011 through calendar year 2015 and calculating the terminal value at the end of calendar year 2015 by applying a range of multiples of 8.0x to 11.0x to Motorola Mobility s estimated next twelve months (calendar year 2016) NOPAT. Qatalyst Partners determined the range of multiples used based on a review of the relevant metrics for Motorola Mobility and selected companies, with particular emphasis on those companies having industry, growth and margin characteristics determined to be most similar to those of Motorola Mobility. These values were discounted to present values using a weighted average cost of capital ranging from 11.0% to 14.0%, reflecting Qatalyst Partners judgment of an illustrative range derived by utilizing a weighted average cost of capital analysis based on certain financial metrics for Motorola Mobility and certain selected companies. Qatalyst Partners added the value associated with Motorola Mobility s tax assets and net cash position and then applied a dilution factor of 10% to reflect the dilution to current stockholders due to the effect of future equity compensation grants projected by Motorola Mobility s management. Based on the calculations set forth above, this analysis implied a range of present values of Motorola Mobility s common stock of approximately $31.20 to $39.06 per share.

Illustrative Sum-of-the-Parts Discounted Cash Flow Analysis. Qatalyst Partners performed a DCF analysis of Motorola Mobility on a sum-of-the-parts basis by performing separate DCF analyses of Motorola Mobility s Mobile Devices segment, Home segment, tax assets and net cash, to determine an implied equity value for the enterprise as a whole. To value the Mobile Devices segment, Qatalyst Partners calculated the net present value of the standalone unlevered free cash flows estimated to be generated from the Mobile Devices segment for the second half of calendar year 2011 through calendar year 2015 and calculated the terminal value at the end of calendar year 2015 by applying a range of multiples of 9.0x to 11.0x to the estimated next twelve months (calendar year 2016) NOPAT of the Mobile Devices segment. To value the Home segment, Qatalyst Partners calculated the net present value of the standalone unlevered free cash flows estimated to be generated from the Home segment for the second half of calendar year 2011 through calendar year 2015 and calculated the terminal value at the end of calendar year 2015 by applying a range of multiples of 4.0x to 6.0x to the estimated next twelve months (calendar year 2016) EBITDA of the Home segment. For each segment, Qatalyst Partners determined the range of multiples used based on a review of the relevant metrics for the particular segment and selected companies, with particular emphasis on those companies having industry, growth and margin characteristics determined to be most similar to those of the segment. These values were discounted to present values using a weighted average cost of capital ranging from 11.0% to 14.0%, reflecting Qatalyst Partners judgment of an illustrative range derived by utilizing a weighted average cost of capital analysis based on certain financial metrics for Motorola Mobility and certain selected companies. Qatalyst Partners added the value associated with Motorola Mobility s tax assets and net cash position and then applied a dilution factor of 10% to reflect the dilution to current stockholders due to the effect of equity compensation grants projected by Motorola Mobility s management. Based on the calculations set forth above, this analysis implied a range of values for Motorola Mobility s common stock of approximately $32.17 to $38.92 per share.

Miscellaneous

In connection with the review of the merger by the Motorola Mobility Board of Directors, Qatalyst Partners performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Qatalyst Partners considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered. Qatalyst Partners believes that selecting any portion of its analyses, without considering all analyses as a whole, could create a misleading or incomplete view of the process underlying its analyses

and opinion. In addition, Qatalyst Partners may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be the view held by Qatalyst Partners of the actual value of Motorola Mobility. In performing its analyses, Qatalyst Partners made numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of Motorola Mobility. Any estimates contained in the analyses performed by Qatalyst Partners are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Qatalyst Partners conducted the analyses described above solely as part of its analysis of the fairness, from a financial point of view, of the $40.00 per share cash consideration to be received by the holders of Company common stock (other than Google or any affiliates of Google) pursuant to the merger agreement, and in connection with the delivery of its opinion to the Motorola Mobility Board of Directors. These analyses do not purport to be appraisals or to reflect the prices at which shares of Company common stock might actually trade.

The Qatalyst Partners opinion and its presentation to the Motorola Mobility Board of Directors was one of many factors considered by the Motorola Mobility Board of Directors in deciding to approve the merger agreement. Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Motorola Mobility Board of Directors with respect to the consideration to be received by Motorola Mobility s stockholders pursuant to the merger or of whether the Motorola Mobility Board of Directors would have been willing to agree to a different consideration. The consideration was determined through arm s-length negotiations between Motorola Mobility and Google and was approved by the Motorola Mobility Board of Directors. Qatalyst Partners provided advice to Motorola Mobility during these negotiations. Qatalyst Partners did not, however, recommend any specific consideration to Motorola Mobility or that any specific consideration constituted the only appropriate consideration for the merger.

Qatalyst Partners provides investment banking and other services to a wide range of corporations and

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individuals, domestically and offshore, from which conflicting interests or duties may arise. In the ordinary course of these activities, affiliates of Qatalyst Partners may at any time hold long or short positions, and may trade or otherwise effect transactions in debt or equity securities or loans of Motorola Mobility, Google or certain of their respective affiliates. During the two-year period prior to the date of the Qatalyst Partners opinion, neither Qatalyst Partners nor any of its affiliates has provided investment banking services to Motorola Mobility or Google for which Qatalyst Partners or any of its affiliates received, or may receive, compensation. However, Qatalyst Partners or its affiliates may in the future provide investment banking and other financial services to Motorola Mobility, Google or any of their respective affiliates for which it would expect to receive compensation.

Under the terms of its engagement letter, Qatalyst Partners provided Motorola Mobility with financial advisory services in connection with the proposed merger for which it will be paid a total of approximately $40.0 million if the merger is consummated. Under the engagement letter, Qatalyst is also entitled to a $1.25 million per quarter financial advisory fee for each quarter prior to the consummation of the merger, the first installment of which became payable on August 1, 2011, and a $5.0 million opinion fee that was payable upon delivery of Qatalyst s opinion, neither of which is contingent upon the consummation of the merger but both of which will be fully credited against the total fee if the merger is consummated. Motorola Mobility has also agreed to reimburse Qatalyst Partners for its expenses incurred in performing its services. In addition, Motorola Mobility has agreed to indemnify Qatalyst Partners and its affiliates, their respective members, directors, officers, partners, agents and employees and any person controlling Qatalyst Partners or any of its affiliates against certain liabilities and expenses related to or arising out of Motorola Mobility s engagement of Qatalyst Partners.

Opinion of Centerview

In connection with the merger, on August 14, 2011, Centerview Partners LLC delivered to the Motorola Mobility Board of Directors its oral opinion, subsequently confirmed in a written opinion dated as of August 15, 2011, that, as of the date of the opinion, and based upon and subject to the various assumptions and limitations set forth in the written opinion, the

$40.00 per share merger consideration to be paid in cash to the holders of shares of Motorola Mobility common stock (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares) pursuant to the merger agreement was fair, from a financial point of view, to such holders.

The full text of the written opinion of Centerview, dated as of August 15, 2011, which describes, among other things, the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Centerview in connection with its opinion is attached as Annex C to this proxy statement and is incorporated by reference herein in its entirety. Centerview provided its opinion for the information and assistance of the Motorola Mobility Board of Directors in connection with its consideration of the merger and its opinion only addresses the fairness of the per share merger consideration from a financial point of view. Centerview s opinion does not address any other aspect of the merger and does not constitute a recommendation as to how any stockholder of Motorola Mobility should vote with respect to the merger or any other matter. Centerview was not asked to, and did not, recommend the specific consideration provided for in the merger agreement, which consideration was determined through negotiations between the respective boards of directors of Motorola Mobility and Google. The summary of the written opinion of Centerview set forth below is qualified in its entirety by reference to the full text of such opinion.

We encourage you to read the opinion of Centerview described above carefully in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the review undertaken by Centerview in connection with such opinion.

Summary of Centerview s Opinion. In connection with rendering its opinion and performing its related financial analyses, Centerview reviewed, among other things:

the merger agreement, dated August 15, 2011;

the Annual Report on Form 10-K of Motorola Mobility for the year ended December 31, 2010 and, to the extent they relate to the business of Motorola Mobility, the Annual Reports on Form 10-K of Motorola Solutions, Inc. (formerly known as Motorola, Inc.) for the four years ended December 31, 2009;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of Motorola Mobility;

certain publicly available research analyst reports for Motorola Mobility;

certain other communications from Motorola Mobility to its stockholders; and

the selected unaudited prospective financial information which is described in the section entitled The Merger Selected Unaudited Prospective Financial Information on page 51 of this proxy statement.

Centerview also conducted discussions with members of the senior management and representatives of Motorola Mobility regarding their assessment of the selected unaudited prospective financial information and the strategic rationale for the merger. In addition, Centerview reviewed publicly available financial and stock market data, including valuation multiples, for Motorola Mobility and compared them with those of certain other companies in lines of business that Centerview deemed relevant, and conducted such other financial studies and analyses and took into account such other information as it deemed appropriate.

Centerview did not assume any responsibility for independent verification of any of the financial, legal, regulatory, tax, accounting and other information supplied to, discussed with, or reviewed by Centerview for purposes of the opinion and, with Motorola Mobility s consent, relied upon such information as being complete and accurate in all material respects. In that regard, Centerview assumed, with Motorola Mobility s consent, that the selected unaudited prospective financial information has been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Motorola Mobility as to the matters covered thereby. In addition, at Motorola Mobility s direction, Centerview did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet or otherwise) of Motorola Mobility, nor was Centerview furnished with any such evaluation or appraisal. Centerview assumed, at Motorola Mobility s direction, that the merger will be consummated on the terms set forth in the merger agreement, without the waiver or modification of any term or condition the effect of

which would be in any way meaningful to its analysis or its opinion. Centerview did not express any opinion as to the impact of the merger on the solvency or viability of Motorola Mobility or the ability of Motorola Mobility to pay its obligations when they come due. Centerview is not a legal, regulatory, tax or accounting advisor, and it does not express any opinion as to any legal, regulatory, tax or accounting matters.

Centerview s opinion does not address the merits of Motorola Mobility s underlying business decision to effect the merger, or the relative merits of the merger as compared to any alternative business strategies or transactions that might be available to Motorola Mobility. Centerview s opinion is limited to and addresses only the fairness, from a financial point of view, as of the date of the opinion, of the $40.00 per share merger consideration to be paid in cash to the holders of shares of Motorola Mobility common stock (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares) pursuant to the merger agreement. Centerview was not asked to, nor did it, express any view on, and Centerview s opinion does not address, any other term or aspect of the merger agreement or the merger, including, without limitation, the structure or form of the merger or the fairness of the merger to, or any consideration to be received in connection therewith by, or the impact of the merger on, the holders of any other class of securities, creditors, or other constituencies of Motorola Mobility or any party; nor as to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to be paid or payable to any of the officers, directors or employees of Motorola Mobility or any party, or class of such persons in connection with the merger, whether relative to the $40.00 per share merger consideration to be paid in cash to the holders of shares of Motorola Mobility common stock (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares) pursuant to the merger agreement or otherwise. Centerview s opinion is necessarily based on economic, monetary, currency, market and other conditions and circumstances as in effect on, and the information made available to Centerview as of, the date of the opinion, and Centerview does not have any obligation or responsibility to update, revise or reaffirm its opinion based on circumstances, developments or events occurring after the date of the opinion. Centerview s opinion does not constitute a recommendation to any stockholder of Motorola Mobility as to how such stockholder should vote or act with respect to the merger or any other matter.

Centerview s financial advisory services and the written opinion were provided for the information and assistance of the Motorola Mobility Board of Directors in connection with its consideration of the merger. Centerview s opinion was approved by the Centerview Partners LLC Fairness Opinion Committee.

Summary of Financial Analyses. The following is a brief summary of the material financial and comparative analyses that Centerview deemed to be appropriate for this type of merger and that were reviewed with the Motorola Mobility Board of Directors in connection with rendering Centerview s opinion. The following summary, however, does not purport to be a complete description of all the financial analyses performed by Centerview in connection with rendering its opinion, nor does the order of analyses described represent relative importance or weight given to those analyses by Centerview.

Some of the summaries of the financial analyses include information presented in tabular format. In order to fully understand the financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the financial analyses of Centerview. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before August 12, 2011 (the last trading day prior to the announcement of the merger agreement) and is not necessarily indicative of current market conditions.

Historical Stock Trading Analysis. Centerview reviewed the historical trading prices and volumes for Motorola Mobility common stock for the period from January 4, 2011 (the date upon which the spin-off of Motorola Mobility from Motorola Solutions, Inc. (formerly known as Motorola, Inc.) was completed) through August 12, 2011 (the last trading day prior to the announcement of the merger agreement). This analysis indicated that the $40.00 per share of Motorola Mobility common stock to be paid in cash pursuant to the merger agreement represented an

approximately 63% premium to the closing price of Motorola Mobility common stock on August 12, 2011 of $24.47. Centerview noted that the low, high and average closing prices for Motorola Mobility common stock during this time period were $20.77, $36.54 and $25.90 per share of Motorola Mobility common stock, respectively.

Analyst Price Targets. Centerview also reviewed, for reference and informational purposes, stock price targets for Motorola Mobility s common stock reflected in publicly available Wall Street research analyst reports. Centerview noted that the low, median and high analyst stock price targets in such research analyst reports were approximately $16.00, $28.00 and $40.00 per share of Motorola Mobility common stock, respectively, compared to the $40.00 per share merger consideration to be paid in cash pursuant to the merger agreement.

Historical Trading Multiples and Selected Comparable Company Analysis. Centerview reviewed and compared certain financial information ratios and multiples for Motorola Mobility to corresponding financial information, ratios and public market multiples for the following publicly traded companies in the mobile devices and connected home industries that Centerview, based on its experience in such industries, deemed comparable to Motorola Mobility:

Mobile Devices:

Apple Inc.

HTC Corporation

Nokia Corporation

Research in Motion Limited

Connected Home:

ARRIS Group Inc.

Cisco Systems, Inc.

Harmonic Inc.

Pace plc

SeaChange International

Technicolor SA

Although none of the selected companies is directly comparable to Motorola Mobility, the companies included were chosen because they are publicly traded companies with certain operations that for purposes of analysis may be considered similar to certain operations of Motorola Mobility. However, because of the inherent differences between the business, operations and prospects of Motorola Mobility and those of the selected comparable companies, Centerview did not rely solely on the quantitative results of the selected comparable company analysis. Centerview also made qualitative judgments concerning differences between the business, financial and operating characteristics and prospects of Motorola Mobility and the selected comparable companies that could affect the public trading values of each in order to provide a context in which to consider the results of the quantitative analysis.

Centerview calculated and compared the financial multiples and ratios for the selected companies based on information it obtained from SEC filings, FactSet estimates based on analysts research reports and other Wall Street research, and closing stock prices on August 12, 2011 (the last trading day prior to the announcement of the merger agreement). The financial multiples and ratios of Motorola Mobility were calculated using the closing price of Motorola Mobility common stock on August 12, 2011 and the selected unaudited prospective financial information for Motorola Mobility prepared by the management of Motorola Mobility.

With respect to each of the selected companies, Centerview calculated enterprise value, which is generally the market value of common equity (taking into account outstanding options, warrants and other convertible securities) plus the book value of debt less cash, as a multiple of estimated calendar year 2012 earnings before interest, taxes and depreciation and amortization, or EBITDA. For the Mobile Devices selected companies, Centerview derived an illustrative range of multiples of 4.0x to 6.0x estimated 2012 EBITDA. For the Connected Home selected companies, Centerview derived an illustrative range of multiples of 3.0x to 5.0x estimated 2012 EBITDA.

Based on the foregoing, Centerview applied the illustrative ranges of multiples derived from the selected companies analysis to Motorola Mobility s estimated 2012 EBITDA from the selected unaudited prospective financial information provided by Motorola Mobility to calculate an illustrative range of implied values per share of Motorola Mobility common stock (which values also included the present value of certain tax attributes as per the selected unaudited prospective financial information prepared by the management of Motorola Mobility). This analysis resulted in an illustrative range of implied values per share of Motorola Mobility common stock of approximately $27.25 to $34.75, compared to the $40.00 per share merger consideration to be paid in cash pursuant to the merger agreement.

Premiums Paid Analysis**.** Centerview reviewed premiums paid for U.S.-based publicly traded technology companies in 94 transactions with transaction values ranging between $1 billion and $17 billion announced since 2005. Centerview analyzed premiums to the one-day, one-week and four-weeks prior share prices, in each case using the unaffected share price if there was evidence of a leak or an announced auction process.

The following table presents the results of this analysis with respect to the selected transactions:

	Offer Premium		
Category	**One-day prior**	**One-week prior**	**Four-weeks prior**
25th 75th Percentiles	20.6%	17.6%	22.2%
	38.3%	38.6%	45.2%
Median	27.1%	26.7%	33.5%
Mean	31.1%	31.3%	38.6%
Merger Consideration	63.5%	77.5%	89.4%

Based on the foregoing, Centerview calculated and applied an illustrative range of premiums of 20% to 40%, derived from the premiums paid analysis, to the $24.47 closing price per share of Motorola Mobility common stock as of August 12, 2011 (the last trading day prior to the announcement of the merger agreement). This analysis resulted in an illustrative range of implied values per share of Motorola Mobility common stock of approximately $29.25 to $34.25, compared to the $40.00 per share merger consideration to be paid in cash pursuant to the merger agreement.

Discounted Cash Flow Analysis. Centerview performed a discounted cash flow analysis of Motorola Mobility based on selected unaudited prospective financial information for Motorola Mobility for years 2011 through 2016 prepared by the management of Motorola Mobility. Centerview calculated a present value of the forecasted unleveraged free cash flows of Motorola Mobility from July 1, 2011 through

December 31, 2016 and determined a terminal value for Motorola Mobility using perpetuity growth rates of 2.0% to 4.0%. Stock based compensation expense was treated as a cash expense for purposes of determining unleveraged free cash flow. Centerview then discounted to June 30, 2011 (based on a mid-period discounting convention) the unleveraged free cash flows of Motorola Mobility from July 1, 2011 through December 31, 2016, the terminal value for Motorola Mobility, and the present value of certain tax attributes as per the selected unaudited prospective financial information prepared by the management of Motorola Mobility, in each case using discount rates ranging from 12.0% to 14.0% (which range was based on a weighted average cost of capital analysis). This analysis resulted in an illustrative range of implied values of approximately $30.75 to $38.75 per share of Motorola Mobility common stock, compared to the $40.00 per share merger consideration to be paid in cash pursuant to the merger agreement.

Other Review. Centerview also reviewed and compared, for reference and informational purposes, certain financial information for Motorola Mobility to corresponding financial information, ratios and public market multiples for the following publicly traded companies with substantial intellectual property licensing businesses:

Intellectual Property Licensing:

Acacia Research Corporation

ARM Holdings plc

Dolby Laboratories, Inc.

InterDigital, Inc.

MIPS Technologies, Inc.

QUALCOMM, Inc.

Rambus Inc.

Tessera Technologies, Inc.

With respect to each of the selected Intellectual Property Licensing companies, using information it obtained from SEC filings, FactSet estimates based on analysts research reports and other Wall Street research, Centerview calculated enterprise value as a multiple of estimated calendar year 2012 revenue and derived an illustrative range of multiples of 3.0x to 5.0x.

Centerview then performed, for reference and informational purposes, an illustrative sum-of-the-parts analysis, which provided a range of values for Motorola Mobility s equity by summing the value of its individual business segments to arrive at a total enterprise value. Centerview applied each respective illustrative range of multiples for the selected Intellectual Property Licensing companies as well as for the selected Mobile Devices and Connected Home companies referenced above in the Historical Trading Multiples and Selected Comparable Company Analysis to the corresponding financial data for Motorola Mobility s Devices (excluding income from licensing intellectual property), Connected Home and Intellectual Property Licensing businesses from the selected unaudited prospective financial information provided by Motorola Mobility and calculated an

illustrative range of implied values per share of Motorola Mobility common stock (which values also included the present value of certain tax attributes as per the selected unaudited prospective financial information prepared by the management of Motorola Mobility). This analysis resulted in an illustrative range of implied values per share of Motorola Mobility common stock of approximately $27.50 to $35.75, compared to the $40.00 per share merger consideration to be paid in cash pursuant to the merger agreement.

Other Considerations. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Centerview believes that selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Centerview s opinion. In arriving at its fairness determination, Centerview considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it.

Rather, Centerview made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses.

In its analyses, Centerview considered industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of Motorola Mobility. No company or transaction used in the analyses is identical to Motorola Mobility or the merger, and an evaluation of the results of the analyses is not entirely mathematical. Rather, the analyses involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the public trading, acquisition or other values of the companies analyzed. The estimates contained in the analyses and the ranges of valuations resulting from any particular analysis are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. In addition, analyses relating to the value of businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold. Accordingly, the estimates used in, and the results derived from, the analyses are inherently subject to substantial uncertainty.

Centerview prepared the above analyses for the purpose of providing its opinion to the Motorola

Mobility Board of Directors regarding whether, as of the date of the opinion, the $40.00 per share merger consideration to be paid in cash to the holders of shares of Motorola Mobility common stock (other than any holder of shares of Motorola Mobility common stock who is entitled to demand and properly demands appraisal of such shares) pursuant to the merger agreement was fair, from a financial point of view, to such holders. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of Motorola Mobility, Centerview or any other person assumes responsibility if future results are materially different from those forecasted.

The opinion and analyses of Centerview were only one of many factors taken into consideration by Motorola Mobility Board of Directors in its evaluation of the merger. Consequently, the analyses described above should not be viewed as determinative of the views of Motorola Mobility Board of Directors or Motorola Mobility s management with respect to the per share merger consideration or as to whether Motorola Mobility Board of Directors would have been willing to determine that a different consideration was fair.

Centerview is a securities firm engaged in a number of investment banking and merchant banking activities. In the past two years, Centerview has provided certain investment banking services to Motorola Mobility and its former parent, Motorola Solutions, Inc. (formerly known as Motorola, Inc.), for which Centerview received compensation from Motorola Solutions, Inc. (formerly known as Motorola, Inc.) of approximately $21 million. Centerview has not in the past provided, and is not currently providing, investment banking or other services to Google. Centerview may provide investment banking and other financial services to Motorola Mobility or Google or their respective affiliates in the future, for which it may receive compensation.

The Motorola Mobility Board of Directors selected Centerview as its financial advisor because it is a nationally recognized investment banking firm that has substantial experience in transactions similar to the merger. Centerview has acted as financial advisor to Motorola Mobility Board of Directors in connection with the transactions contemplated by the merger agreement. In consideration of Centerview s services, Motorola Mobility has agreed to pay Centerview an

aggregate fee of approximately $12.5 million, $3.0 million of which became payable upon delivery of Centerview s fairness opinion, and the remainder of which will become payable upon the closing of the merger. In addition, Motorola Mobility has agreed to reimburse Centerview for certain expenses, including attorneys fees, and to indemnify Centerview and related persons against various liabilities, including certain liabilities under the federal securities laws.

Interests of Motorola Mobility s Directors and Executive Officers in the Merger

In considering the recommendation of the Motorola Mobility Board of Directors that you vote to adopt the merger agreement, you should be aware that aside from their interests as Motorola Mobility stockholders, Motorola Mobility s directors and executive officers have interests in the merger that are different from, or in addition to, those of other Motorola Mobility stockholders generally. The members of the Motorola Mobility Board of Directors were aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement and the merger, and in recommending to the Motorola Mobility stockholders that they adopt the merger agreement. See the section entitled The Merger Background of the Merger beginning on page 27, and the section entitled The Merger Reasons for the Merger; Recommendation of the Motorola Mobility Board of Directors beginning on page 30. Motorola Mobility s stockholders should take these interests into account in deciding whether to vote **FOR** the adoption of the merger agreement. These interests are described in more detail below, and certain of them are quantified in the narrative and the table below.

Equity-Based Awards. Under the merger agreement, equity-based awards held by Motorola Mobility executive officers and directors will be treated at the effective time of the merger as follows:

Employee Stock Options. Each rollover stock option will be converted into an option to acquire a number of shares of Google Class A common stock (rounded down to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to the rollover stock option immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The per share exercise price (rounded up to the nearest cent) of the option to purchase shares of Google

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Class A common stock will be equal to (1) the per share exercise price of the rollover stock option in effect immediately prior to the effective time of the merger divided by (2) the equity award exchange ratio. The term, vesting schedule and all of the other terms of each rollover stock option will otherwise remain unchanged.

Each cash-out stock option will become fully vested and be converted into the right to receive a cash payment equal to (1) the number of shares of Motorola Mobility common stock subject to the cash-out stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the cash-out stock option, less any applicable tax withholdings.

Employee Restricted Stock Units. Each rollover RSU award will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s rollover RSU award immediately prior to the effective time of the merger multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each rollover RSU award will otherwise remain unchanged.

Each cash-out RSU award will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such cash-out RSU award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

Employee Restricted Shares. Each restricted share award held by Dr. Jha (the only individual who holds restricted shares) will be converted into an award with respect to a number of restricted shares of Google Class A common stock (rounded to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to Dr. Jha s restricted share award immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each restricted share award will otherwise remain unchanged.

Director Stock Options. Each director stock option will become fully vested and be converted into

the right to receive a cash payment equal to (1) the number of shares of Motorola Mobility common stock subject to the director stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the director stock option, less any applicable tax withholdings.

Director Restricted Stock Units and Deferred Stock Units. Each director rollover RSU award will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s director rollover RSU award immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. All of the other terms of each director rollover RSU award will otherwise remain unchanged.

Each Motorola Mobility restricted stock unit award (other than a director rollover RSU award) and deferred stock unit award held by a non-employee director that is outstanding as of immediately prior to the effective time of the merger will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such existing award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

Double-Trigger Vesting of Equity-Based Awards. In accordance with the terms of the Motorola Mobility 2011 Incentive Compensation Plan and the award agreements granted thereunder, in the event that the employment of an executive officer is terminated by the surviving corporation without cause or by the executive officer for good reason at any time within the two-year period following the merger, all rollover stock options and rollover RSU awards held by the executive officer would immediately become vested, and any such stock options would remain exercisable until the original date of expiration set forth in the applicable award agreement.

Quantification of Payments. For an estimate of the amounts that would be payable to each of Motorola Mobility s named executive officers for their unvested equity-based awards in connection with the merger and a qualifying termination thereafter, see Quantification of Payments and Benefits to the

Motorola Mobility Named Executive Officers below. We estimate that the aggregate amount that would be payable to Motorola Mobility s three executive officers who are not named executive officers for their unvested equity-based awards if the effective time of the merger were September 1, 2011 and the employment of all such executive officers were terminated by the surviving corporation without cause or by such executive officers for good reason at such time is approximately $8.813 million. We estimate that the aggregate amount that would be payable to Motorola Mobility s eight non-employee directors for their unvested equity-based awards if the effective time of the merger were September 1, 2011 is approximately $2.79 million.

Employment Agreement with Dr. Sanjay Jha. Under Motorola Mobility s employment agreement with Dr. Jha, in the event that the employment of Dr. Jha is terminated by the surviving corporation for any reason other than cause, death or disability or by Dr. Jha for good reason at any time within the two-year period following the merger, Dr. Jha would be entitled to the following compensation and benefits, subject to his execution of a release of claims in favor of the surviving corporation and its affiliates:

Accrued Benefits. Any earned but unpaid base salary through the date of termination (including any amounts accrued for paid time off) and earned but unpaid annual incentive bonuses.

Severance Payment. A lump sum amount payable within 60 days following the date of termination equal to the product of (a) three and (b) the sum of Dr. Jha s base salary and target bonus for the year of termination.

Short-Term Incentive Compensation. A lump sum amount equal to Dr. Jha s annual bonus based on actual performance pro-rated for the number of days that have elapsed in the year through his date of termination, payable when Motorola Mobility normally pays annual bonuses. In addition, Motorola Mobility and Google have agreed that in the event that the effective time of the merger occurs in 2011, any executive officer who is employed on December 31, 2011 or who is terminated without cause prior to December 31, 2011 would be entitled to payment of a full annual bonus based on the greater of (1) actual performance in 2011 and (2) 75% of target performance in 2011. In the event that Dr. Jha were terminated without cause in 2011, the surviving corporation would pay him a full bonus under this agreement, instead of a pro-rata bonus, if it would result in a greater payment.

Welfare Benefits Continuation. Continued medical insurance benefits no less favorable than those that would have been provided to Dr. Jha and his family had he remained employed for three years following the date of termination.

Equity-Based Award Acceleration. All unvested equity-based awards held by Dr. Jha would become vested.

Cutback for Excise Taxes. In March 2011, Dr. Jha voluntarily waived his right to reimbursement of any federal excise taxes imposed on the payments and benefits described above. Instead, the payments and benefits would be reduced to the extent such reduction would result in a greater after-tax payment to him.

Quantification of Payments and Benefits. For an estimate of the value of the payments and benefits described above, see Quantification of Payments and Benefits to the Motorola Mobility Named Executive Officers below.

Change in Control Severance Plan. Under Motorola Mobility s Change in Control Severance Plan, in the event that the employment of an executive officer (other than Dr. Jha) is terminated by the surviving corporation for any reason other than cause, death, disability, or retirement or by the executive officer for good reason either (1) at any time within the two-year period following the merger or (2) prior to but in connection with the merger (as demonstrated by the executive officer), the executive officer would be entitled to the compensation and benefits described below. Dr. Jha does not participate in the Change in Control Severance Plan.

Accrued Benefits. Any earned but unpaid base salary through the date of termination (including any amounts accrued for paid time off), any earned but unpaid annual incentive bonus and any unreimbursed business expenses.

Severance Payment. A lump sum amount payable within 10 days following the date of termination equal to the product of (a) three (two in the case of any executive officer who was not a senior vice president or higher prior to January 5, 2011) and (b) the sum of the executive officer s base salary and highest annual bonus earned during the preceding five fiscal years.

Short-Term Incentive Compensation. A lump sum amount payable on the first payroll date following July 1 of the year following the year in which the executive officer s employment is terminated equal to the executive officer s annual target bonus (which

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would be no less than the executive officer s target bonus for the year in which the merger occurs, or if there is no target bonus for the year in which the merger occurs, the target bonus for the year immediately preceding the merger) pro-rated for the number of days that have elapsed in the year through the executive officer s date of termination. In addition, Motorola Mobility and Google have agreed that in the event that the effective time of the merger occurs in 2011, any executive officer who is employed on December 31, 2011 or who is terminated without cause prior to December 31, 2011 would be entitled to payment of a full annual bonus based on the greater of (1) actual performance in 2011 and (2) 75% of target performance in 2011. In the event that the executive officer were terminated without cause in 2011, the surviving corporation would pay the executive officer a full bonus under this agreement, instead of a pro-rata bonus, if it would result in a greater payment.

Welfare Benefits Continuation. Continued participation in Motorola Mobility s healthcare, dental and life insurance benefits programs for the executive officer and his or her eligible dependents for three years (two years in the case of any executive officer who was not a senior vice president or higher prior to January 5, 2011) following the date of termination.

Cutback for or Reimbursement of Excise Taxes. With respect to each executive officer other than Messrs. Moloney and Crum, reimbursement of any federal excise taxes imposed on the payments and benefits described above, unless the value of the payments and benefits does not exceed 110% of the maximum amount payable without triggering the tax, in which case the payments and benefits would be reduced to such maximum amount. In March 2011, Messrs. Moloney and Crum voluntarily waived their right to reimbursement of federal excise taxes. Instead, for Messrs. Moloney and Crum, the payments and benefits described above would be reduced to the extent such reduction would result in a greater after-tax payment to the executive officer.

Quantification of Payments and Benefits. For an estimate of the value of the payments and benefits described above that would be payable to each of Motorola Mobility s named executive officers, see Quantification of Payments and Benefits to the Motorola Mobility Named Executive Officers below. We estimate that the aggregate amount of the cash severance payments (including short-term incentive compensation) described above that would be payable to Motorola Mobility s three executive officers who are not named executive officers if the effective time of

the merger were September 1, 2011 and the employment of all such executive officers were terminated by the surviving corporation for any reason other than cause, death, disability or retirement or by the executive officers for good reason at such time is approximately $6.628 million.

Long-Range Incentive Plan. Certain executive officers were participants in the Long-Range Incentive Plan (the LRIP) of Motorola Mobility s former parent. As described in Motorola Mobility s annual proxy statement filed March 15, 2011, the LRIP was frozen in connection with the separation of Motorola Mobility from Motorola Solutions, Inc. and a participant s payments under the LRIP were divided into an earned portion and a retention portion. In the event of a participant s termination by the surviving corporation without cause or by the executive officer for good reason or in the event of his retirement, the participant would be entitled to a pro-rata payment of the retention portion, payable on the originally scheduled payment date. This payment is not accelerated, enhanced or otherwise affected as a result of the merger. We estimate that the aggregate amount of LRIP payments that would be payable to Motorola Mobility s three executive officers who are not named executive officers if the effective time of the merger were September 1, 2011 and the employment of all such executive officers were terminated by the surviving corporation without cause or for good reason or retirement at such time is approximately $0.4 million.

Financial Planning. Under Motorola Mobility s Executive Financial Planning Program, if the merger occurs, in the year following the closing of the merger, the executive officers would be eligible for financial planning services in amounts up to $16,500 in the case of executive officers who are senior vice presidents or higher and $11,500 in the case of executive officers who are corporate vice presidents (as opposed to $12,000 and $9,000, respectively, if the merger does not occur).

Indemnification Insurance. Pursuant to the terms of the merger agreement, Motorola Mobility s directors and executive officers will be entitled to certain ongoing indemnification and coverage under directors and officers liability insurance policies from the surviving corporation. Such indemnification is further described in the section entitled The Merger Agreement Indemnification and Insurance beginning on page 70.

New Management Arrangements. As of the date of this proxy statement, neither Motorola Mobility nor Google has entered into any employment agreements

with Motorola Mobility s management in connection with the merger, and Motorola Mobility has not amended any existing employment agreements with the executive officers.

Prior to the effective time of the merger, Google or its affiliates may initiate negotiations of agreements, arrangements and understandings with Motorola Mobility s executive officers regarding compensation and benefits, and may enter into definitive agreements regarding employment with, or the right to participate in the equity of, the surviving corporation or Google, in each case, on a going-forward basis following the completion of the merger.

Quantification of Payments and Benefits to the Motorola Mobility Named Executive Officers. The

following table sets forth the amount of payments and benefits that each Motorola Mobility named executive officer would receive in connection with the merger, assuming the consummation of the merger occurred on September 1, 2011, and the employment of the named executive officer were terminated on such date by the surviving corporation for any reason other than cause, death, disability or retirement or by the named executive officer for good reason. The payments and benefits are subject to an advisory vote of Motorola Mobility s stockholders, as described under The Merger Advisory Vote on Golden Parachutes. For additional details regarding the terms of the payments described below, see The Merger Interests of Motorola Mobility s Directors and Executive Officers in the Merger.

Motorola Mobility Golden Parachute Compensation

Named Executive Officers	Severance ($)(1) (a)	Bonus ($)(2) (b)	LRIP Replacement ($)(3) (c)	Total Cash ($) (a+b+c)	Equity ($)(4)	Perquisites/ Benefits ($)(5)	Tax Reimburse-ment ($)(6)	Total ($)
Sanjay K. Jha Chairman and Chief Executive Officer	10,800,000	2,400,000	0	13,200,000	52,415,391	64,356	0	65,679,747
Marc E. Rothman Senior Vice President, Chief Financial Officer	2,655,000	520,000	191,111	3,366,111	5,586,059	62,958	2,456,388	11,471,516
Daniel M. Moloney President	2,407,907	670,000	0	3,077,907	12,516,935	61,800	0	15,656,643
Scott A. Crum Senior Vice President, Chief People Officer	1,859,097	326,250	188,884	2,374,231	3,946,118	62,560	0	6,382,909
Geoffrey S. Roman Senior Vice President, Chief Technology Officer	1,764,600	307,500	177,778	2,249,878	1,534,621	30,369	0	3,814,868

(1) As described above, named executive officers are entitled to a cash severance payment equal to the product of (i) three and (ii) the sum of the named executive officer s base salary and target bonus for the year of termination (in the case of Dr. Jha) or highest annual bonus earned during the preceding five fiscal years (in the case of all other named executive officers). The amount of the severance payment for Mr. Moloney has been reduced by $705,925 (from $3,113,832) to account for his cutback to avoid the imposition of excise taxes. The

assumptions underlying this reduction are discussed in note 6 below. The severance payments are double-trigger and would be paid in lump sum in the event that the named executive officer s employment were terminated by the surviving corporation for any reason other than cause, death, disability or retirement or by the named executive officer for good reason either, (a) in the case of all the named executive officers, within two years following the effective time of the merger, or (b) in the case of all the named executive officers, other than Dr. Jha, prior to but in connection with the merger (as demonstrated by the named executive officer). In the case of Dr. Jha, the cash payments are contingent upon the execution of a release of claims in favor of the surviving corporation and its affiliates. In addition, Dr. Jha s employment agreement requires him to comply with customary restrictive covenants, including perpetual confidentiality obligations and employee non-solicitation and business non-compete provisions relating to Motorola Mobility and Motorola Solutions, Inc. that apply during the employment period and the two-year period following termination of employment.

(2) As described above, Dr. Jha is entitled to a pro-rated bonus for 2011 based on actual performance under the terms of his employment agreement. The other named executive officers are entitled to a pro-rated bonus for 2011 based on target performance under the terms of the Change in Control Severance Plan. The pro-rated annual bonus is payable on the same terms and conditions as the severance payment, as described in note 1 above (i.e., double-trigger). In addition, Motorola Mobility and Google have agreed that in the event that the effective time of the merger occurs in 2011, any executive officer who is employed on December 31, 2011 or

who is terminated without cause prior to December 31, 2011 would be entitled to payment of a full annual bonus based on the greater of (i) actual performance in 2011 and (ii) 75% of target performance in 2011. In the event that the executive officer were terminated without cause in 2011, the surviving corporation would pay the executive officer a full bonus under this agreement, instead of a pro-rata bonus, if it would result in a greater payment. The amounts above assume that a full annual bonus would be paid based on target performance.

(3) Messrs. Rothman, Crum and Roman were participants in the LRIP. As described in Motorola Mobility s annual proxy statement, filed March 15, 2011, the LRIP was frozen in connection with the separation of Motorola Mobility from Motorola Solutions, Inc. and a participant s payments under the LRIP were divided into an earned portion and a retention portion. In the event of a participant s termination by the surviving corporation without cause or by the participant for good reason or in the event of his retirement, the participant would be entitled to a pro-rata payment of the retention portion, payable on the originally scheduled payment date. This payment is not accelerated, enhanced or otherwise affected as a result of the merger.

(4) The amounts above assume a price per share of Motorola Mobility common stock of $40.00. For a description of the treatment of equity-based awards held by the named executive officers in connection with the merger, see The Merger Agreement Treatment of Options, Restricted Stock Units and Other Equity Awards. Set forth below are the values of each type of unvested equity-based award that would vest in connection with the merger. The columns labeled Single-Trigger set forth the value of the unvested equity-based awards outstanding on September 1, 2011 that, pursuant to the terms of the merger agreement, would accelerate upon the effective time of the merger, regardless of whether the employment of the named executive officer were terminated. The columns labeled Double-Trigger set forth the value of the unvested equity-based awards outstanding on September 1, 2011 that would roll over in the merger and would accelerate if the employment of the named executive officer were terminated within two years following the effective time of the merger by the surviving corporation without cause or by the named executive officer for good reason. The figures below reflect the value of such awards if the named executive officer s employment were terminated on September 1, 2011; however, the value such named executive officer would receive if the termination occurred at any time during the applicable two-year period could vary significantly based on the price of Google stock on the date of the termination.

	Payments by Google in Satisfaction of Unvested Equity					
	Single-Trigger (as defined above)			**Double-Trigger (as defined above)**		
	Stock Options ($)	**Restricted Stock Units ($)**	**Restricted Shares ($)**	**Stock Options ($)**	**Restricted Stock Units ($)**	**Restricted Shares ($)**
Named Executive Officers						
Sanjay K. Jha	6,586,018	3,210,040	0	29,867,654	0	12,751,680
Marc E. Rothman	258,971	366,720	0	2,548,368	2,412,000	0
Daniel M. Moloney	2,701,283	4,442,920	0	2,760,732	2,612,000	0
Scott A. Crum	325,258	1,555,040	0	1,061,820	1,004,000	0
Geoffrey S. Roman	163,173	546,720	0	424,728	400,000	0

(5) As described above, the amounts above include the value of (i) with respect to Dr. Jha, continued medical insurance benefits no less favorable than those that would have been provided to Dr. Jha and his family had he remained employed for three years following the date of termination and (ii) with respect to each other named executive officer, continued participation in Motorola Mobility s healthcare, dental and life insurance benefits programs for the executive officer and his or her eligible dependents for three years following the date of termination. With respect to each named executive officer, the value of such benefits are estimated to be the following: Dr. Jha, $47,856; Mr. Rothman, $46,458; Mr. Moloney, $45,300; Mr. Crum, $46,060; and Mr. Roman,

$13,869. Such benefits are double-trigger and would be paid only in the event that the named executive officer s employment were terminated by the surviving corporation for any reason other than cause, death, disability or retirement or by the named executive officer for good reason either, (a) in the case of all the named executive officers, within two years following the effective time of the merger or (b) in the case of all the named executive officers other than Dr. Jha, prior to but in connection with the merger (as demonstrated by the named executive officer). In addition, each named executive officer would be entitled to financial planning services for the year following termination in the amount of $16,500. Such benefits are single-trigger.

(6) As described above, Dr. Jha and Messrs. Moloney and Crum have waived their rights to an excise tax reimbursement; instead their payments and benefits would be reduced to the extent such reduction would result in a greater after-tax payment to the named executive officer. Estimated excise tax reimbursements and reductions are subject to change based on the actual effective time of the merger, date of termination of employment (if any) of the named executive officer, interest rates then in effect and certain other assumptions used in the calculations. The estimates do not take into account the value of any non-competition covenants with a named executive officer or certain amounts that may be reasonable compensation provided to the named executive officer, either before or after the effective time of the merger, each of which may, in some cases, significantly reduce the amount of the potential excise tax reimbursements. Excise tax reimbursements are single-trigger.

Advisory Vote on Golden Parachutes

In accordance with Section 14A of the Exchange Act, Motorola Mobility is providing its stockholders with the opportunity to cast an advisory (non-binding) vote on the compensation that may be paid or become payable to its named executive officers in connection with the merger and the agreements and understandings pursuant to which such compensation may be paid or become payable. As required by those rules, Motorola Mobility is asking its stockholders to vote on the adoption of the following resolution:

RESOLVED, that the compensation that may be paid or become payable to Motorola Mobility s named executive officers in connection with the merger and the agreements or understandings pursuant to which such compensation may be paid or become payable, as disclosed in the table in the section of the proxy statement entitled Interests of Motorola Mobility s Directors and Executive Officers in the Merger Quantification of Payments and Benefits to the Motorola Mobility Named Executive Officers, including the associated narrative discussion, are hereby APPROVED.

The vote on executive compensation payable in connection with the merger is a vote separate and apart from the vote to adopt the merger agreement. Accordingly, you may vote to approve the executive compensation and vote not to adopt the merger agreement and vice versa. Because the vote on executive compensation paid or that may become payable in connection with the merger is advisory only, it will not be binding on either Motorola Mobility or Google. Accordingly, because Motorola Mobility is contractually obligated to pay the compensation, if the merger agreement is adopted and the merger is

completed, the compensation will be payable, subject only to the conditions applicable thereto, regardless of the outcome of the advisory vote.

The affirmative vote of at least a majority of the shares of Motorola Mobility common stock present in person or by proxy and entitled to vote on the matter will be required to approve the advisory resolution on executive compensation payable to Motorola Mobility s named executive officers in connection with the merger. Abstentions will have the same effect as a vote **AGAINST** the proposal but the failure to vote your shares will have no effect on the outcome of the proposal.

The Motorola Mobility Board of Directors recommends a vote **FOR** this proposal.

Selected Unaudited Prospective Financial Information

Although Motorola Mobility periodically may issue limited guidance to investors concerning its financial performance, Motorola Mobility does not as a matter of course publicly disclose detailed forecasts as to future revenues, earnings or other results due to, among other reasons, the inherent uncertainty of the underlying assumptions and estimates. However, Motorola Mobility has elected to provide the selected unaudited prospective financial information set forth below in order to provide its stockholders access to selected non-public financial information that was made available to and used by the Motorola Mobility Board of Directors and Motorola Mobility s financial advisors in connection with the merger and Google. The unaudited prospective revenue information for the years 2011 and 2012, described in this section, was also made available to Google in connection with its evaluation of the merger. The selected unaudited prospective financial information was prepared by management for internal planning purposes and not for public disclosure and that is subjective in many respects. The selected unaudited prospective financial information was not prepared with a view toward public disclosure, and the inclusion of this information should not be regarded as an indication that any of Motorola Mobility, Google, RB98 Inc., or any of their respective representatives, officers or directors, or any other prior recipient of this information considered, or now considers, it to be necessarily predictive of actual future results or is indicative of guidance that Motorola Mobility would provide as a stand-alone company should the merger not be consummated. None of Motorola Mobility, Google, any of their respective representatives, officers or directors has made or makes any representation to any stockholder or other person regarding Motorola Mobility s ultimate performance compared to the results contained in the selected unaudited prospective financial information or that the results therein will be achieved. Motorola Mobility has made no representation to Google, in the merger agreement or otherwise, concerning this financial information or any other financial forecast**. Readers of this proxy statement are cautioned not to rely on this information and should not consider the selected unaudited prospective financial information as necessarily predictive of actual future operating results.**

The selected unaudited prospective financial information was prepared solely for internal use and for the use of the Motorola Mobility Board of Directors, Motorola Mobility s financial advisors, Google and RB98 Inc. in connection with the potential transaction and is subjective in many respects. While presented with numeric specificity, the selected unaudited prospective financial information reflects numerous judgments, estimates and assumptions with respect to industry performance, general business, economic, regulatory, litigation, market and financial conditions, as well as matters specific to Motorola Mobility s business, such as intellectual property licensing revenues and earnings, which are difficult to predict, and many of which are beyond Motorola Mobility s control. As a result, there can be no assurance that the projected results will be realized or that actual results will not be significantly higher or lower than projected. Many of the assumptions to the projections are beyond the control of management, may not prove to be accurate, are not necessarily indicative of future performance and should not be regarded as a representation by Motorola Mobility that such assumptions will be achieved. Particularly,

readers of this proxy statement are cautioned that the assumptions regarding intellectual property licensing revenues and earnings were based on preliminary market observations that may change over time and Motorola Mobility does not undertake to update such assumptions. Since the selected unaudited prospective financial information covers multiple years, such information by its nature becomes less predictive with each successive year. A number of important factors with respect to Motorola Mobility s business and the industry in which it participates may affect actual results and result in the selected unaudited prospective financial information not being achieved. For a description of some of these factors, Motorola Mobility stockholders are urged to review Motorola Mobility s most recent SEC filings (including the information under Risk Factors and Management s Discussion and Analysis of Financial Condition and Results of Operations in Motorola Mobility s Form 10-K) as well as the section in this proxy statement entitled Cautionary Statement Concerning Forward-Looking Information. Economic and business environments can and do change quickly, which adds a significant level of unpredictability and execution risk. These factors create significant uncertainty as to whether the results portrayed in the selected unaudited prospective financial information for 2011 and beyond will be achieved.

The selected unaudited prospective financial information was not prepared with a view toward public disclosure or toward complying with GAAP, the published guidelines of the SEC regarding forecasts or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The selected unaudited prospective financial information included in this proxy statement were prepared by, and are the responsibility of, Motorola Mobility s management. Neither Motorola Mobility s independent registered public accounting firm, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the selected unaudited prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the selected unaudited prospective financial information. Furthermore, the selected unaudited prospective financial information does not take into account any circumstances or events occurring after the date of its preparation.

Motorola Mobility has made publicly available its actual results of operations for the quarter and six months ended July 2, 2011. Motorola Mobility stockholders are urged to review Motorola Mobility s Quarterly Report on Form 10-Q for the quarter ended July 2, 2011 to obtain this information. See Where You Can Find More Information.

The inclusion of selected unaudited prospective financial information in this proxy statement should not be regarded as an indication that such selected unaudited prospective financial information will be necessarily predictive of actual future events, and it should not be relied on as such. No representation is made by Motorola Mobility, Google or any other person to any stockholder of Motorola Mobility

regarding the selected unaudited prospective financial information or the ultimate performance of Motorola Mobility compared to such information. Motorola Mobility has made no representation to Google, in the merger agreement or otherwise, concerning the selected unaudited prospective financial information and Google has expressly disclaimed any reliance on such information.

The following table presents selected unaudited prospective financial information for the fiscal years ending 2011 through 2016, which was prepared by Motorola Mobility management in early August 2011, based solely on the information available at that time to Motorola Mobility s management:

	Selected Unaudited Prospective Financial Information (1)					
(in millions)	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**
Revenues	$ 14,308	$ 17,527	$ 20,773	$ 21,961	$ 22,974	$ 23,799
EBITDA (2)	516	1,195	1,620	1,726	1,856	1,950

(1) For the period of 2011 through 2015, for which third party industry projections are available, the Company s (A) projected smartphone revenue compound annual growth rate (CAGR) assumption of 19% is in line with third party industry projections, (B) projected tablet revenue CAGR assumption of 31% is lower than third party industry projections, (C) projected revenues for other product categories in the Mobile Devices business were assumed to decline in the aggregate based on management s expectations of lower product portfolio investments and market trends for these categories, and (D) projected Home business revenue CAGR assumption of approximately 2.5% is in line with third party industry projections. For 2016, where industry projections are not available, modest revenue growth was assumed at approximately 7% for smartphones and tablets with revenues for other product categories in the Mobile Devices business assumed to decline in the aggregate, resulting in 2016 total revenue growth for the Mobile Devices business of approximately 4%, and approximately 2% for the Home business. The Company also assumed a 24% CAGR in intellectual property licensing revenue from 2011 through 2016, based on its expectation for securing licensing arrangements over that period of time. Further, the Company assumed, on an overall Company basis, stable gross margins during the period shown. In addition, the Company assumed it will continue to leverage its existing cost structure while investing approximately 8% of revenue in sales and marketing to support sales growth.

(2) EBITDA is defined as earnings excluding stock-based compensation expense and non-recurring charges before interest, taxes, depreciation and amortization.

Because of the forward-looking nature of the selected unaudited prospective financial information, specific quantifications of the amounts that would be required to reconcile it to GAAP measures are not available. Motorola Mobility believes that there is a degree of volatility with respect to certain of Motorola Mobility s GAAP measures, and certain adjustments made to arrive at the relevant non-GAAP measures, which preclude Motorola Mobility from providing accurate forecasted non-GAAP to GAAP reconciliations.

EXCEPT AS REQUIRED BY APPLICABLE SECURITIES LAWS, MOTOROLA MOBILITY DOES NOT INTEND TO UPDATE, OR OTHERWISE REVISE THE SELECTED UNAUDITED PROSPECTIVE FINANCIAL INFORMATION TO REFLECT CIRCUMSTANCES

EXISTING AFTER THE DATE WHEN PREPARED OR TO REFLECT THE OCCURRENCE OF INTERVENING OR FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH PROSPECTIVE FINANCIAL INFORMATION ARE NO LONGER APPROPRIATE.

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Material U.S. Federal Income Tax Consequences of the Merger

The following is a summary of the material U.S. federal income tax consequences of the merger to U.S. Holders (as defined below) who receive cash for their shares of Motorola Mobility common stock in the merger.

For purposes of this discussion, we use the term U.S. Holder to mean a beneficial owner of shares of Motorola Mobility common stock that is, for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- a trust that (i) is subject to the supervision of a court within the United States and the control of one or more U.S. persons or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person; or
- an estate that is subject to U.S. federal income tax on its income regardless of its source.

If a partnership (including an entity treated as a partnership for U.S. federal income tax purposes) holds Motorola Mobility common stock, the tax treatment of a partner generally will depend on the status of the partners and the activities of the partnership. A partner in a partnership holding Motorola Mobility common stock should consult its tax advisor.

Due to the individual nature of tax consequences, you are urged to consult your tax advisor as to the specific tax consequences to you of the exchange of shares of Motorola Mobility common stock for cash in the merger, including the effects of applicable state, local, foreign and other tax laws. The following discussion applies only if you hold your shares of Motorola Mobility common stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion is based on current law, which is subject to change, possibly with retroactive effect. This discussion does not purport to consider all aspects of U.S. federal income taxation that might be relevant to stockholders in light of their particular circumstances and does not apply to holders subject to special treatment under the U.S. federal income tax laws (such as, for example, dealers in securities, commodities or foreign currency, traders in securities who elect to apply a mark-to-market method of accounting, insurance

companies, banks and certain other financial institutions, tax-exempt organizations, U.S. expatriates, stockholders that are pass-through entities or the investors in such pass-through entities, regulated investment companies, real estate investment trusts, stockholders who validly exercise their rights under Delaware law to object to the merger, stockholders whose functional currency is not the U.S. dollar, investors liable for the alternative minimum tax, controlled foreign corporations, passive foreign investment companies, persons who are not U.S. Holders (as defined above), persons who hold shares as part of a hedge, straddle, constructive sale or conversion transaction, persons who acquired their shares of Motorola Mobility common stock through the exercise of employee stock options or otherwise as compensation, or persons who hold or have held directly, indirectly or constructively more than 5% of the outstanding shares of Motorola Mobility common stock or affiliates of such persons). This discussion does not address any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010 or any state, local or foreign tax consequences, nor does it address any U.S. federal tax considerations other than those pertaining to the U.S. federal income tax.

We have not sought, nor do we expect to seek, any ruling from the Internal Revenue Service with respect to the matters discussed below. There can be no assurances that the Internal Revenue Service will not take a different position concerning the tax consequences of the merger or that any such position would be sustained.

Merger. A U.S. Holder s receipt of cash for shares of Motorola Mobility common stock pursuant to the merger generally will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. Holder who receives cash for such U.S. Holder s shares of Motorola Mobility common stock in the merger will recognize gain or loss in an amount equal to the difference, if any, between the cash received in the merger (determined before any deductions) and the U.S. Holder s adjusted tax basis in the U.S. Holder s shares of Motorola Mobility common stock. Gain or loss will be determined separately for each block of shares of Motorola Mobility common stock (i.e., shares of Motorola Mobility common stock acquired for the same cost in a single transaction). Such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the U.S. Holder s holding period for the shares of Motorola

Mobility common stock is more than one year as of the date of the merger. Long-term capital gains of individual U.S. Holders generally are subject to U.S. federal income tax at preferential rates. The deduction of capital losses is subject to limitations.

Information Reporting and Backup Withholding. Cash proceeds received pursuant to the merger generally are subject to information reporting, and may be subject to backup withholding at the applicable statutory rate (currently 28%) if the stockholder or other payee fails to provide a valid taxpayer identification number and comply with certain certification procedures or otherwise establish an exemption from backup withholding. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of the person subject to backup withholding generally will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may generally be obtained, provided that the required information is timely furnished to the Internal Revenue Service.

This summary of certain material U.S. federal income tax consequences of the merger is for general information only and is not tax advice. Holders are urged to consult their tax advisors with respect to the application of U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the U.S. federal estate or gift tax rules, or under the laws of any state, local, foreign or other taxing jurisdiction or under any applicable tax treaty.

Tax Opinion Pursuant to Tax Sharing Agreement

In connection with the Spinoff, Motorola Mobility and Motorola Solutions entered into a Tax Sharing Agreement, dated as of July 31, 2010 (which we refer to in this proxy statement as the Tax Sharing Agreement). Pursuant to the Tax Sharing Agreement, Motorola Mobility agreed not to take certain actions during the two-year period ending January 4, 2013, without the receipt of a private letter ruling from the Internal Revenue Service or an opinion of tax counsel, in either case acceptable to Motorola Solutions in its sole and absolute discretion, to the effect that such transaction will not affect the tax-free status of the Spinoff and certain related transactions (or the waiver by Motorola Solutions of the requirement to obtain such private letter ruling or opinion of tax counsel). Wachtell, Lipton, Rosen & Katz issued an opinion to us and to Motorola Solutions, dated as of August 14, 2011, to the effect that, based on certain representations made by Motorola Mobility and

Google and subject to the limitations and qualifications set forth in such opinion, the merger will not affect the tax-free status of the Spinoff and certain related transactions. Motorola Solutions accepted such opinion as satisfying the requirements of the Tax Sharing Agreement with respect to the merger. Notwithstanding such opinion and acceptance by Motorola Solutions, pursuant to the Tax Sharing Agreement, Motorola Mobility has agreed to indemnify Motorola Solutions and its affiliates against any and all tax-related liabilities incurred by them relating to the Spinoff and certain related transactions to the extent caused by our actions.

Regulatory Approvals

Under the provisions of the HSR Act and the rules and regulations promulgated thereunder by the FTC, the merger may not be completed until notification and report forms have been filed with the Antitrust Division and the FTC by each of Motorola Mobility and Google, and the applicable waiting period has expired or been terminated. Motorola Mobility and Google filed their respective notification and report forms with the Antitrust Division and the FTC under the HSR Act on August 29, 2011. The waiting period under the HSR Act, therefore, will expire at 11:59 p.m., New York City time, on September 28, 2011 unless earlier terminated or extended by a request for additional information and documentary material, which we refer to herein as a second request.

If within the 30-day waiting period the Antitrust Division or the FTC were to issue a second request, the waiting period under the HSR Act would be extended until 30 days following the date on which both Google and Motorola Mobility certify substantial compliance with the second request, unless the Antitrust Division or the FTC terminates the additional waiting period before its expiration. Google, RB98 Inc., and Motorola Mobility have agreed to use reasonable best efforts to certify compliance with any second request within four months after its receipt and to produce documents as required on a rolling basis.

If the Antitrust Division or the FTC believes the merger would violate the U.S. federal antitrust laws by substantially lessening competition in any line of commerce affecting U.S. consumers, it has the authority to challenge the transaction by seeking a federal court order to enjoin the merger. U.S. state attorneys general or private parties could also bring legal action.

Google and Motorola Mobility plan to submit filings in other jurisdictions as necessary in due course**.**

On August 29, 2011, Motorola Mobility and Google agreed that, in addition to those in the United States and European Commission, pre-closing antitrust clearances in Canada, China, Israel, Russia, Taiwan and Turkey are required and applicable to the merger. Foreign antitrust authorities in these or other jurisdictions may take action under the antitrust laws of their jurisdictions, which could include seeking to enjoin the completion of the merger.

With respect to antitrust clearances, each of Motorola Mobility, Google and RB98 Inc. has agreed to:

- use its reasonable best efforts to obtain termination or expiration of any waiting periods under the HSR Act and such other approvals, consents and clearances as may be necessary, proper or advisable to effectuate the merger under the antitrust laws and to remove any court or regulatory orders under the antitrust laws impeding the ability to consummate the merger by the outside date; and

- use reasonable best efforts to certify compliance with any second request for additional information or documentary material from the Department of Justice or the Federal Trade Commission pursuant to the HSR Act within four months after receipt of such second request and to produce documents as required on a rolling basis.

Google will have the unilateral right to determine whether or not the parties will litigate with any governmental entities to oppose any enforcement action or remove any court or regulatory orders impeding the ability to consummate the merger. Google will also control and lead all communications and strategy relating to the antitrust laws and litigation matters relating to the antitrust laws, subject to good faith consultations with Motorola Mobility and the inclusion of Motorola Mobility at meetings with governmental entities with respect to any discussion related to the merger under the antitrust laws.

Litigation Related to the Merger

Fifteen putative class-action complaints challenging the proposed transaction have been filed against Motorola Mobility and its directors. Four of these complaints were filed in the Circuit Court of Cook County, Illinois: *Keating* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH28854, *Cinotto* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH29297, *Grossman* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH29738, and *Colaco* v. *Barfield et al.*, Case No. 11CH30541. Seven additional putative class-action complaints were filed in the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois: *Groveman and Schnider* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH3719, *Johnson* v. *Jha et al.*, Case No. 11CH3751, *Midler* v. *Motorola Mobility Holdings Inc. et al.*, Case No. 11CH3783, *Mulholland and Ryan* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 11CH3816, *Iron Workers District Council of Tennessee Valley & Vicinity Pension Plan* v. *Motorola Mobility Holdings, Inc., et al*., Case No. 11CH3820, *Lassoff* v. *Motorola Mobility Holdings, Inc*., Case No. 11CH3831, and *Lang* v. *Motorola Mobility Holdings, Inc. et al*., Case No. 11CH3832. Three additional putative class-action complaints were filed in the Delaware Court of Chancery: *Goldfein* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 6787, *Driscoll* v. *Motorola Mobility Holdings, Inc. et al.*, Case No. 6794, and *Beren* v. *Jha et al.*, Case No. 6799. One additional putative class-action complaint was filed in the United States District Court for the Northern District of Illinois, Eastern Division: *Stein* v. *Jha et al*., Case No. 11-cv-06100.

Each of the above-named complaints has been brought on behalf of a putative class of Motorola Mobility s stockholders and each alleges that, in approving the proposed transaction, the directors of Motorola Mobility breached the fiduciary duties they owe to the members of the putative class. Each complaint alleges further that Motorola Mobility itself aided and abetted the alleged breaches of fiduciary duty, and all complaints other than *Johnson* name Google a defendant and allege that Google aided and abetted the alleged breaches of fiduciary duty. Finally, the complaints in *Midler*, *Lang, Driscoll*, *Beren* and *Stein* allege that RB98 Inc. also aided and abetted the alleged breaches of duty.

All fifteen putative class-action complaints seek, among other things, injunctive relief barring the named defendants from consummating the proposed transaction, as well as attorneys fees and costs. On August 19, 2011, plaintiffs in *Beren* filed with the Delaware Court of Chancery a proposed order consolidating the actions filed in Delaware. On August 22, 2011, plaintiffs in *Groveman* filed with the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois a motion seeking to certify the class.

Motorola Mobility and its directors intend to vigorously contest the allegations.

THE MERGER AGREEMENT

The summary of the material provisions of the merger agreement below and elsewhere in this proxy statement is qualified in its entirety by reference to the merger agreement, a copy of which is attached to this proxy statement as Annex A. The merger agreement contains representations and warranties by Motorola Mobility, on the one hand, and by Google and RB98 Inc., on the other hand, made solely for the benefit of the other. The assertions embodied in those representations and warranties are qualified by information in a confidential disclosure letter delivered in connection with the signing of the merger agreement. The disclosure letter contains information that has been included in Motorola Mobility s general prior public disclosures, as well as potential additional non-public information. While Motorola Mobility does not believe that the disclosure letter contains information required to be publicly disclosed under the securities laws other than information that has already been so disclosed, the disclosure letter contains information that modifies, qualifies and creates exceptions to the representations, warranties and conduct of business covenants set forth in the merger agreement. Moreover, certain representations and warranties in the merger agreement were made as of a specified date, may be subject to a contractual standard of materiality different from what might be viewed as material to stockholders, or may have been used for the purpose of allocating risk between Motorola Mobility, on the one hand, and Google and RB98 Inc., on the other hand. Accordingly, the representations and warranties in the merger agreement should not be relied on by any persons as characterizations of the actual state of facts about Motorola Mobility, Google or RB98 Inc. at the time they were made or otherwise. In addition, information concerning the subject matter of the representations and warranties may change after the date of the merger agreement, which subsequent information may or may not be fully reflected in Motorola Mobility s public disclosures. The summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. We urge you to carefully read the merger agreement in its entirety.

The Merger

The merger agreement provides that, subject to the terms and conditions of the merger agreement, and in accordance with the DGCL, at the effective time of the merger, RB98 Inc. will be merged with and into Motorola Mobility and, as a result of the merger, the separate corporate existence of RB98 Inc. will cease and Motorola Mobility will continue as the surviving corporation and become a wholly owned subsidiary of Google. Motorola Mobility will continue to be governed by the DGCL, and all of its rights, privileges, immunities, powers and franchises will continue unaffected by the merger.

The closing of the merger will occur on the second business day after all of the conditions set forth in the merger agreement and described under Conditions to the Merger are satisfied or waived, or at such other date as agreed to by the parties. The merger will become effective when the certificate of merger has been duly filed with the Delaware Secretary of State or at a later time as agreed to by the parties and specified in the certificate of merger.

At the effective time of the merger, Google will become the sole owner of Motorola Mobility and its business. Therefore, current Motorola Mobility stockholders will cease to have direct or indirect

ownership interests in Motorola Mobility or rights as Motorola Mobility stockholders, will not participate in any future earnings or growth of Motorola Mobility, will not benefit from any appreciation in value of Motorola Mobility and will not bear the future risks of Motorola Mobility s operations.

Following completion of the merger, Motorola Mobility common stock will be delisted from the NYSE and deregistered under the Exchange Act. As a result, Motorola Mobility will be a privately held corporation, and there will be no public market for shares of Motorola Mobility common stock. This will make certain provisions of the Exchange Act, such as the requirement of furnishing a proxy or information statement in connection with stockholders meetings, no longer applicable to Motorola Mobility. After the effective date of the merger, Motorola Mobility will also no longer be required to file periodic reports with the SEC on account of shares of Motorola Mobility common stock.

The directors of RB98 Inc. immediately prior to the effective time of the merger will be the directors of the surviving corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the surviving corporation. The officers of Motorola Mobility immediately prior to the effective time of the merger will be the initial officers of the surviving corporation, each to hold office in accordance with and subject to the certificate of incorporation and bylaws of the surviving corporation.

The Merger Consideration and the Conversion of Motorola Mobility Capital Stock

At the effective time of the merger, by virtue of the merger, each share of Motorola Mobility common stock issued and outstanding immediately prior to the effective time of the merger will be cancelled and converted into the right to receive $40.00 in cash, without interest and less any applicable tax withholdings, other than the following shares:

- shares of Motorola Mobility common stock owned directly or indirectly by Google or RB98 Inc. or held by Motorola Mobility as treasury stock immediately prior to the effective time of the merger, which will be cancelled and no payment will be made with respect thereto; and

- shares of Motorola Mobility common stock which are held by stockholders that have properly exercised their appraisal rights in accordance with Delaware law (refer to the Appraisal Rights section below).

If at any time during the period between the date of the merger agreement and the effective time of the merger, any change in the outstanding shares of capital stock of Motorola Mobility occurs as a result of any reclassification, recapitalization, stock split (including a reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or stock distribution with a record date during such period, the per share merger consideration will be equitably adjusted to reflect such change, provided, however, that the merger agreement prohibits Motorola Mobility from effecting any reclassification, recapitalization, stock split (including a reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or stock redistribution with a record date during such period.

Each share of common stock of RB98 Inc. outstanding immediately prior to the effective time of the merger will be converted into and become one share of common stock of the surviving corporation and will constitute the only outstanding shares of capital stock of the surviving corporation.

Payment Procedures

Prior to the effective time of the merger, Google will deposit or cause to be deposited with the paying agent for the merger the aggregate consideration to be paid to holders of shares of Motorola Mobility common stock.

Each holder of shares of Motorola Mobility common stock that are converted into the right to receive the per share merger consideration will be entitled to receive the per share merger consideration upon receipt by the paying agent of a letter of transmittal, together with an agent s message, for book-entry transfer of uncertificated shares of Motorola Mobility common stock, and such other documents as may customarily be required by the paying agent. Until so surrendered, each share will represent after the effective time of the merger for all purposes only the right to receive the per share merger consideration upon such surrender. No interest will be paid or accrued on the cash payable upon the surrender or transfer of such share.

Treatment of Options, Restricted Stock Units and Other Equity Awards

***Employee Stock Options*.** The treatment of the Motorola Mobility stock options held by employees at the effective time of the merger will vary based on the original grant date of the option.

Unvested Stock Options Granted On or After January 4, 2011. Each option to purchase shares of Motorola Mobility common stock held by an employee that was granted on or after January 4, 2011 and that is outstanding and unvested as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a rollover stock option) will be converted into an option to acquire a number of shares of Google Class A common stock (rounded down to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to the rollover stock option immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The per share exercise price (rounded up to the nearest cent) of the option to purchase shares of Google Class A common stock will be equal to (1) the per share exercise price of the rollover stock option in effect immediately prior to the effective time of the merger divided by (2) the equity award exchange ratio. The term, vesting schedule and all of the other terms of each rollover stock option will otherwise remain unchanged. The equity award exchange ratio equals (a) $40.00 divided by (b) the average closing price per share of Google Class A common stock on the Nasdaq Global Select Market for the five trading day period ending on the trading day preceding the closing date.

All Other Employee Stock Options. Each option to purchase shares of Motorola Mobility common stock held by an employee, whether vested or unvested that is not a rollover stock option and that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a cash-out stock option), will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares of Motorola Mobility common stock subject to the cash-out stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the cash-out stock option, less any applicable tax withholdings.

Employee Restricted Stock Units. The treatment of the Motorola Mobility restricted stock units held by employees at the effective time of the merger will vary based on the original grant date of the restricted stock unit.

Restricted Stock Units Granted On or After January 4, 2011. Each Motorola Mobility restricted stock unit award held by an employee that was granted on or after January 4, 2011 and that is outstanding and unvested as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a rollover RSU award) will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s rollover RSU award immediately prior to the effective time of the merger multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each rollover RSU award will otherwise remain unchanged.

Restricted Stock Units Granted Prior to January 4, 2011. Each Motorola Mobility restricted stock unit award held by an employee that was granted prior to January 4, 2011 and that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a cash-out RSU award) will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such cash-out RSU award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

Employee Restricted Shares. Each Motorola Mobility restricted share award that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a restricted share award) held by Dr. Jha (the only individual who holds restricted shares) will be converted into an award with respect to a number of restricted shares of Google Class A common stock (rounded to the nearest whole share) equal to (1) the number of shares of Motorola Mobility common stock subject to Dr. Jha s restricted share award immediately prior to the effective time of the merger, multiplied by (2) the equity award exchange ratio. The vesting schedule and all of the other terms of each restricted share award will otherwise remain unchanged.

Director Stock Options. Each option to purchase shares of Motorola Mobility common stock held by a non-employee director at the effective time of the merger, whether vested or unvested, that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a director stock option), will become fully vested and be converted into the right to receive a cash payment equal to (1) the number of shares of Motorola Mobility common stock subject to the director stock option immediately prior to the effective time of the merger, multiplied by (2) the excess, if any, of $40.00 over the per share exercise price of the director stock option, less any applicable tax withholdings.

Director Restricted Stock Units and Deferred Stock Units. Each Motorola Mobility restricted stock unit award held by a non-employee director that was granted on or after January 4, 2011 and does not, by its terms, become settled upon the effective time of the merger or upon the director s departure from the Motorola Mobility Board of Directors and that is outstanding as of immediately prior to the effective time of the merger (each of which we refer to in this proxy statement as a director rollover RSU award) will be converted into a restricted stock unit award with respect to a number of shares of Google Class A common stock (rounded to the nearest whole share) that is equal to (1) the number of shares of Motorola Mobility common stock subject to the holder s director rollover RSU award immediately prior to the effective time of the merger multiplied by (2) the equity award exchange ratio. All of the other terms of each director rollover RSU award will otherwise remain unchanged.

Each Motorola Mobility restricted stock unit award (other than a director rollover RSU award) and deferred stock unit award held by a non-employee director that is outstanding as of immediately prior to the effective time of the merger will cease to represent a right or award with respect to shares of Motorola Mobility common stock, will become fully vested and will entitle the holder of such award to receive an amount in cash equal to (1) the number of shares underlying such existing award immediately prior to the effective time of the merger, multiplied by (2) $40.00, less any applicable tax withholdings.

Employee Stock Purchase Plan

The Motorola Mobility 2011 Employee Stock Purchase Plan (which we refer to as the ESPP) will be terminated when the current offering is concluded on October 31, 2011. No offering period under the ESPP has been or will be commenced since the execution of the merger agreement. Participants in the ESPP may not alter their payroll deductions from those in effect on the date of the merger agreement (other than to discontinue their participation in the ESPP in accordance with the terms and conditions thereof). The amount of the accumulated contributions of each participant under the ESPP as of immediately prior to the effective time of the merger, to the extent not used to purchase shares of Motorola Mobility common stock in accordance with the terms and conditions of the ESPP, will be refunded to such participant as promptly as practicable following the effective time of the merger (without interest). Shares of Motorola Mobility common stock obtained through the ESPP will receive the same $40.00 per share in the merger as all other shares of Motorola Mobility common stock.

Stockholders Meeting

Motorola Mobility has agreed that it will, as promptly as reasonably practicable following the date of the merger agreement and in accordance with customary timing in consultation with Google, take all action necessary to establish a record date for, duly call, give notice of, and, after the mailing of this proxy statement, convene and hold the Special Meeting. In addition, Motorola Mobility has agreed to use its reasonable best efforts to cause the Special Meeting to occur as soon as reasonably practicable and use its reasonable best efforts to obtain Motorola Mobility stockholders approval of the proposal to adopt the merger agreement.

Representations and Warranties

In the merger agreement, Motorola Mobility has made customary representations and warranties to Google and RB98 Inc. with respect to, among other things:

- the due organization, valid existence, good standing, power and authority of Motorola Mobility and its subsidiaries;
- its capitalization, including the number of shares of Motorola Mobility common stock issued and outstanding and the number of shares of Motorola Mobility common stock underlying outstanding options and other stock-based awards;
- its authority to enter into the merger agreement and to complete the transactions contemplated by the merger agreement, the enforceability of the merger agreement against Motorola Mobility and the inapplicability of state anti-takeover statutes;

the required consents and approvals of governmental entities in connection with the transactions contemplated by the merger agreement;

the absence of conflicts with, creation of liens or defaults under Motorola Mobility s or its subsidiaries governing documents, certain agreements or applicable laws as a result of entering into the merger agreement and the consummation of the merger;

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its SEC filings since November 30, 2010, including financial statements contained therein;

internal controls and compliance with the Sarbanes-Oxley Act of 2002;

the absence of undisclosed liabilities;

the cash held by Motorola Mobility, including restricted cash;

absence of undisclosed related party transactions;

conduct of business and absence of certain changes, except as contemplated by the merger agreement, including that since December 31, 2010 there has been no fact, event, change, development or set of circumstances, that has had or would reasonably be expected to have, a material adverse effect on Motorola Mobility;

the accuracy and compliance with applicable securities laws of the information supplied by Motorola Mobility in this proxy statement;

the absence of undisclosed brokers fees and expenses;

matters related to employee benefit plans;

labor and employment matters;

the absence of certain litigation or investigations;

tax matters;

compliance with laws and permits;

compliance with environmental laws and regulations and other environmental matters;

intellectual property matters;

title to owned real properties and the absence of encumbrances, and the validity of, and absence of default under, leases;

matters with respect to Motorola Mobility s material contracts;

compliance with the Foreign Corrupt Practices Act of 1977, as amended, and other anticorruption and anti-bribery laws;

insurance matters;

information relating to Motorola Mobility s customers and suppliers;

receipt by the Motorola Mobility Board of Directors of a fairness opinion from each of Qatalyst Partners and Centerview;
the required vote of Motorola Mobility stockholders;

the inapplicability of Section 203 of the General Corporation Law of the State of Delaware and the absence of a stockholders rights plan that is applicable to the merger agreement and transactions contemplated by the merger agreement; and

the limitation of Google s and RB98 Inc. s representations and warranties to those expressly made by Google and RB98 Inc. in the merger agreement.

Many of the representations and warranties in the merger agreement made by Motorola Mobility are qualified by a materiality or material adverse effect standard (that is, they will not be deemed to be untrue or incorrect unless their failure to be true or correct, individually or in the aggregate, would, as the case may be, be material or have a material adverse effect on Motorola Mobility).

Under the merger agreement, a material adverse effect with respect to Motorola Mobility is generally defined as any occurrence, change, event, effect or circumstance, that, individually or when taken together with all other occurrences, changes, events, effects or circumstances, is or would reasonably likely to be materially adverse to the business, operations, results of operations, financial condition of the Motorola Mobility and its subsidiaries, taken as a whole, other than occurrences, changes, events, effects or circumstances to the extent resulting from:

occurrences, changes, events, effects or circumstances generally affecting the economy or the financial, debt, credit or securities markets, in the United States or elsewhere, except to the extent the occurrence, change, event, effect or circumstance has a disproportionate effect on Motorola Mobility and its subsidiaries, taken as a whole, as compared with other companies operating in the same industry;

changes or proposed changes, after the date of the merger agreement, in law (including rules and regulations), interpretations of law, regulatory conditions or U.S. generally accepted accounting principles, or other generally acceptable accounting principles (or interpretations of such principles), except to the extent the occurrence, change, event, effect or circumstance has a disproportionate effect on Motorola Mobility and its subsidiaries, taken as a whole, as compared with other companies operating in the same industry;

occurrences, changes, events, effects or circumstances generally affecting the mobile devices industry or the segments thereof in which Motorola Mobility and its subsidiaries operate, except to the extent the occurrence, change, event, effect or circumstance has a disproportionate effect on Motorola Mobility and its subsidiaries, taken as a whole, as compared with other companies operating in the same industry;

occurrences, changes, events, effects or circumstances resulting from any political conditions or developments in general, or resulting from any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism, except to the extent the occurrence, change, event, effect or circumstance has a disproportionate effect on Motorola Mobility and its subsidiaries, taken as a whole, as compared with other companies operating in the same industry;

the performance by Motorola Mobility of its obligations under the merger agreement, including any inaction to comply with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger to the extent that such inaction is as a result of Google unreasonably withholding its consent for Motorola Mobility to take the action, but excluding Motorola Mobility s operations in the ordinary and usual course of business consistent with past practice in compliance with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger;

actions of Motorola Mobility or any of its subsidiaries which a senior executive of Google has expressly requested in writing or expressly consented to, after the date of the merger agreement pursuant to the merger agreement;

any decline in the stock price of Motorola Mobility common stock or any failure to meet internal or published projections, forecasts or revenue or earning predictions for any period (except that the underlying causes of such decline or failure may, to the extent applicable, be considered in determining whether there is a material adverse effect on Motorola Mobility);

the announcement or the existence of, or compliance with, the merger agreement and the transactions contemplated by the merger agreement, including any inaction to comply with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger to the extent that such inaction is as a result of Google unreasonably withholding its consent for Motorola Mobility to take the action, but excluding Motorola Mobility s operations in the ordinary and usual course of business consistent with past practice in compliance with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger;

the announcement, pendency or consummation of the transactions contemplated by the merger agreement and any loss of, or adverse change in, the relationship of Motorola Mobility or any of its subsidiaries with its employees, customers, distributors, partners or suppliers that is related to the announcement, pendency or consummation of the transactions contemplated by the merger agreement, including any inaction to comply with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger to the extent that such inaction is as a result of Google unreasonably withholding its consent for Motorola Mobility to take the action, but excluding Motorola Mobility s operations in the ordinary and usual course of business consistent with past practice in compliance with the covenants in the merger agreement regarding conduct of business by Motorola Mobility pending the merger;

any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation to the extent relating to the merger agreement or the transactions contemplated by the merger agreement;

any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation to the extent relating to Motorola Mobility s patent portfolio that has been disclosed prior to the execution of the merger agreement or is reasonably similar or related to those complaints, claims, actions, suits,

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litigations, proceedings or governmental or administrative investigations so disclosed, regardless of any outcome, development or settlement thereof; or

Google s (or its applicable affiliates) (1) failure to renew or extend the existing Mobile Application Distribution Agreement (Android) between Google and Motorola Mobility, or (2) termination of the existing Android Pre-Release Software License Agreement between Google and Motorola Mobility, as amended.

A material adverse effect with respect to Motorola Mobility is also generally defined as an occurrence, change, event, effect or circumstance that, individually or when taken together with all other occurrences, changes, events, effects or circumstances, has prevented or materially delayed or materially impaired or would be reasonably likely to prevent or materially delay or materially impair the ability of Motorola Mobility to perform its obligations under the merger agreement or to consummate the merger and the other transactions contemplated by the merger agreement.

In the merger agreement, Google and RB98 Inc. have made customary representations and warranties to Motorola Mobility with respect to, among other things:

the due organization, valid existence, good standing, power and authority of Google and RB98 Inc.;

the capitalization of RB98 Inc.;

the authority of each of Google and RB98 Inc. to enter into the merger agreement and to complete the transactions contemplated by the merger agreement and the enforceability of the merger agreement against each of Google and RB98 Inc.;

the accuracy and compliance with applicable securities laws of the information supplied by Google in this proxy statement;

the required consents and approvals of governmental entities in connection with the transactions contemplated by the merger agreement;

the absence of conflicts with, creation of liens or defaults under Google s, RB98 Inc. s or their subsidiaries governing documents, certain agreements or applicable laws as a result of entering into the merger agreement and the consummation of the merger;

the absence of brokers fees and expenses that would be the responsibility of Motorola Mobility;

the sufficiency of funds to satisfy its obligations under the merger agreement including payment of the aggregate consideration to be paid to holders of shares of Motorola Mobility common stock;

- the absence of certain litigation or investigations;
- the absence of a requirement that Google stockholders vote on the merger;
- Google s and its subsidiaries ownership of shares of Motorola Mobility common stock; and
- the limitation of Motorola Mobility s representations and warranties to those expressly made by Motorola Mobility in the merger agreement.

The representations and warranties contained in the merger agreement and in any certificate or other writing delivered pursuant to the merger agreement will not survive the effective time of the merger.

Covenants Regarding Conduct of Business by Motorola Mobility Pending the Merger

Except as expressly permitted or required by the merger agreement, as may be consented to in writing by Google (which consent cannot be unreasonably withheld), or as disclosed in the disclosure letter, from the date of the merger agreement until the consummation of the merger, Motorola Mobility will conduct and will cause each of its subsidiaries to conduct its business and operations according to its ordinary and usual course of business consistent with past practice, and Motorola Mobility will use and will cause each of its subsidiaries to use its reasonable best efforts to preserve intact its business organization, to keep available the services of its current officers or employees who are integral to the operation of their businesses as presently conducted, and to preserve the goodwill of and maintain satisfactory relationships with those persons having significant business relationships with Motorola Mobility or any of its subsidiaries. However, Motorola Mobility is not

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required to pay additional amounts to keep available the services of its officers and employees to be in compliance with its obligations described above.

In addition, except as expressly permitted or required by the merger agreement, as disclosed in the disclosure letter or consented to in writing by Google (which consent cannot be unreasonably withheld), from the date of the merger agreement until the consummation of the merger, Motorola Mobility will not and will not permit any of its subsidiaries to:

- issue, deliver, sell, grant options or rights to purchase, pledge, or subject to any lien, any security of Motorola Mobility or any of its subsidiaries, other than shares of Motorola Mobility common stock issuable upon exercise of the existing stock options or upon the vesting or settlement of outstanding stock-based awards and transactions between Motorola Mobility and its wholly owned subsidiaries or between wholly owned subsidiaries of Motorola Mobility;

- purchase, redeem or otherwise acquire, or amend the terms of any security of Motorola Mobility or any of its subsidiaries, other than shares of Motorola Mobility common stock delivered to holders of existing options or other stock-based awards to pay any applicable exercise or purchase price and/or taxes related to the exercise or vesting of such awards;

- split, combine, subdivide or reclassify its capital stock or declare, set aside, make or pay any dividend or distribution on any shares of its capital stock, other than cash dividends paid to Motorola Mobility or one of its subsidiaries by a subsidiary of Motorola Mobility and transactions between Motorola Mobility and its wholly owned subsidiaries or between wholly owned subsidiaries of Motorola Mobility;

- make any acquisition or disposition or cause any acquisition or disposition to be made, of any business, assets or securities, or sell, lease, license or otherwise dispose of assets or securities of Motorola Mobility or any of its subsidiaries, other than (1) acquisitions of assets, properties or rights not exceeding $150 million individually; (2) sales, leases, licenses or dispositions of assets, properties or rights (excluding intellectual property rights, which are governed by a different provision) with a fair market value not exceeding $100 million individually; (3) transactions between Motorola Mobility and its wholly owned subsidiaries or between wholly owned subsidiaries of Motorola Mobility (excluding any transactions to the extent concerning intellectual property rights, which are governed by a different provision); (4) transactions otherwise permitted under the provisions described in this section (excluding any transactions to the extent concerning intellectual property rights, which are governed by a different provision); and (5) sales, leases, licenses or dispositions of inventory and collection of accounts receivable in the ordinary course (excluding intellectual property rights, which are governed by a different provision);

- adopt a plan of complete or partial liquidation, dissolution, recapitalization or restructuring;

- enter into specified material contracts or amend or terminate specified material contracts in any material respect, or grant any release or relinquishment of any material rights under specified material contracts;

incur, create, assume or otherwise become liable or responsible for any long-term debt or short-term debt, except for debt entered into in the ordinary course of business consistent with past practice not to exceed $250 million in the aggregate and indebtedness for borrowed money among Motorola Mobility and its wholly owned subsidiaries or among Motorola Mobility s wholly owned subsidiaries;

assume, guarantee, endorse or otherwise become liable or responsible for the obligations of any other person, except wholly owned subsidiaries of Motorola Mobility;

make any loans, advances or capital contributions to, or investments in, any other person (other than wholly owned subsidiaries of Motorola Mobility), except in each case for (1) investments or capital contributions not exceeding $15 million individually or $150 million in the aggregate and (2) pursuant to existing contracts in existence on the date of the merger agreement, in accordance with their terms as in effect on the date of the merger agreement;

change in any material respect, any financial accounting methods, principles or practices used by it, except as required by any applicable generally accepted accounting principles, SEC rule or policy or applicable law;

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with respect to assets that are not intellectual property rights (which are governed by a different provision), mortgage, pledge, encumber or otherwise subject to any lien or license any material assets, except in each case for mortgages, pledges or liens (1) that are in the ordinary course of business consistent with past practice; (2) not exceeding $50 million individually or $200 million in the aggregate; (3) between Motorola Mobility and a wholly owned subsidiary of Motorola Mobility or between wholly owned subsidiaries of Motorola Mobility; and (4) pursuant to existing contracts in existence on the date of the merger agreement, in accordance with their terms as in effect on the date of the merger agreement;

license, assign, mortgage, pledge, subject to any lien, grant a covenant not to sue, or otherwise encumber any intellectual property right, assert any intellectual property right in any new complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation or in any counter claim, or amend, renew, terminate, sublicense, assign, or otherwise modify any license or other agreement by Motorola Mobility or any of its subsidiaries with respect to any intellectual property right, other than: (1) non-transferable, non-sublicensable, non-exclusive standard licenses entered into in the ordinary course of business, consistent with past practices, to any person for sale or distribution of, or use, solely for a product of Motorola Mobility (including to customers, contract manufacturers, developers and resellers) and declarations of patents to standard setting bodies under pre-existing commitments to declare such patents; (2) in connection with the settlement of any complaint, claim, action, suit, litigation, or governmental or administrative investigation, or the payment, discharge, or satisfaction of any claim, liability or obligation, each of which is governed by the fourth and fifth to last bullets in this section; or (3) as permitted by the disclosure letter, the defense or prosecution of any litigation or threatened or pending claims in the ordinary course of business so long as such defense or prosecution does not violate Motorola Mobility s agreement not to enter into specified settlements as more fully described in the fifth to last bullet in this section;
except in the ordinary course of business, make or change any material tax election or settle or compromise any material federal, foreign, state or local income tax liability for an amount materially in excess of amounts reserved;

adopt any amendments to its certificate of incorporation or bylaws (or other similar governing documents);

enter into any new, or amend, terminate or renew any existing, employment, severance, consulting or salary continuation agreements with or for the benefit of any employees with a title of corporate vice president or above, or directors of Motorola Mobility, or grant any increases in the compensation or benefits to officers, directors or employees, other than as required pursuant to the terms and conditions of any Motorola Mobility employee benefit plan as in effect on the date of the merger agreement, normal increases in the ordinary course of business consistent with past practices and that, in the aggregate, do not result in an increase in cash compensation expense in excess of 5% during any 12-month period;

grant any stock-related, performance or similar awards or bonuses, except as required pursuant to the terms and conditions of any Motorola Mobility employee benefit plan as in effect on the date of the merger agreement;

forgive any loans to employees, officers or directors or any of their respective affiliates or associates;

make any deposits or contributions of cash or other property to, or take any other action to, fund or in any other way secure the payment of compensation or benefits under the Motorola Mobility employee benefit plans or agreements subject to the Motorola Mobility employee benefit plans, or any other plan, agreement, contract or arrangement of Motorola Mobility, other than in the ordinary course of business consistent with past practice;

terminate the employment of any officer or employee with the title of corporate vice president or above without prior consultation with Google, except as a direct result of such officer s or employee s willful failure to perform the duties or responsibilities of his employment, engaging in serious misconduct, or being convicted of or entering a plea of guilty to any crime;

undertake any material reduction in force, any reduction in force that would result in any liability for noncompliance with the notice provisions of the Worker Adjustment and Retraining Notification Act (which we refer to in this proxy statement as the WARN Act) or, without prior consultation with Google, any reduction in force that is subject to the WARN Act;

enter into any material collective bargaining agreement or other material works council or labor union agreement, except as required pursuant to the terms and conditions of any Motorola Mobility employee benefit plan as in effect on the date of the merger agreement;

amend or renew any collective bargaining agreement or other works council or labor union agreement in effect as of the date of the merger agreement or entered into in compliance with the merger agreement, without first using commercially reasonable efforts to disclose to Google, in reasonable detail, the bargaining strategy of Motorola Mobility or its subsidiaries, as applicable, except as required pursuant to the terms and conditions of any Motorola Mobility employee benefit plan as in effect on the date of the merger agreement;

adopt, amend or terminate any Motorola Mobility employee benefit plan or any other bonus, severance, insurance pension or other employee benefit plan or arrangement, other than in the ordinary course of business consistent with past practice with respect to broad-based plans (other than severance plans) and as would not result in a material increase in benefits or compensation expense to Motorola Mobility, except as required pursuant to the terms and conditions of any Motorola Mobility employee benefit plan as in effect on the date of the merger agreement;

incur any material capital expenditure or any obligations, liabilities or indebtedness in respect thereof, except for any capital expenditures not exceeding (1) $50 million individually, (2) $225 million in the aggregate in 2011 (taking into account any expenditures incurred prior to the date of the merger agreement in 2011) and (3) $250 million per year for 2012 and after;

settle any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation (including any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation relating to the merger agreement or the transactions contemplated by the merger agreement or set forth in the disclosure letter), provided that Motorola Mobility and its subsidiaries may enter into settlements that would not involve any of the following: (1) the sale, mortgage, pledge or other disposition or encumbrance of any intellectual property right or the grant of any license (or similar commitment, such as a covenant not to sue) from Motorola Mobility or its subsidiaries (nor any potential obligation to grant the foregoing in the future), (2) the amendment, renewal, termination, sublicense, assignment, or modification of a license or similar agreement with Motorola Mobility or (3) a commitment to make any payment or provide other consideration where the aggregate value of all consideration in respect of all such settlements entered into in any calendar quarter (or, if there are royalties or other consideration other than fixed cash payments, the reasonable expected value) exceeds a dollar amount agreed between Motorola Mobility and Google on the date of the merger agreement, which amount would reasonably permit Motorola Mobility to enter into settlements involving payments or consideration that are in the ordinary course and consistent with past practice;

pay, discharge or satisfy any claim, liability or obligation, other than the payment, discharge or satisfaction of liabilities to the extent of the amounts disclosed, reflected or reserved against in the most recent audited financial statements included in Motorola Mobility s SEC filings filed prior to the date of the merger agreement, or in the ordinary course of business consistent with past practice and not otherwise in violation of the covenants contained in the merger agreement regarding conduct of business by Motorola Mobility pending the merger;

take or omit to take any action that would cause any Motorola Mobility intellectual property rights to lapse, be abandoned or canceled, or fall into the public domain, other than actions or omissions in the ordinary course of business consistent with past practice and not otherwise in violation of the covenants contained in the merger agreement regarding conduct of business by Motorola Mobility pending the merger;

convene any regular or special meeting (or effect any adjournment thereof) of Motorola Mobility stockholders other than the Special Meeting, except as required by applicable law or as required by Motorola Mobility s certificate of incorporation or bylaws; or

agree, authorize or commit to any of the foregoing actions or the proposal thereof.

No Solicitation

Motorola Mobility has agreed that it and its subsidiaries will, and will instruct its representatives and its subsidiaries representatives to, immediately cease any solicitation, knowing encouragement, discussions or negotiations that may be ongoing with respect to an acquisition proposal and immediately instruct any person (including that person s representatives) that has confidential information about Motorola Mobility that was furnished by or on behalf of Motorola Mobility in connection with any actual or potential acquisition proposal to return or destroy all such information. In addition, Motorola Mobility has agreed that neither it nor its subsidiaries will, nor will they authorize or knowingly permit their representatives to, directly or indirectly:

solicit, initiate, propose or induce the making, submission or announcement of, or knowingly encourage or assist, an acquisition proposal;

furnish to any person (other than Google, RB98 Inc. or their designees) any non-public information relating to Motorola Mobility or its subsidiaries in connection with any acquisition proposal;

furnish to any person (other than Google, RB98 Inc. or their designees) any non-public information relating to Motorola Mobility or its subsidiaries in response to any other proposal or inquiry for a potential transaction that on its face is one of the following types of specified transactions (except for certain specified exceptions) (in the absence of Google s consent):

an acquisition or disposition of any business, assets or securities exceeding $150 million individually;

a sale, lease, license or other disposition of assets or securities of Motorola Mobility or any of its subsidiaries exceeding $100 million individually (not including intellectual property rights);

a license or other grant of rights to use intellectual property rights that by its terms calls for more than $50 million in royalties to or from Motorola Mobility or its subsidiaries (including, without limitation, covenants not to sue and patent cross licenses);

an agreement for the joint development of products or technology requiring an investment in excess of $200 million;

a license, assignment, mortgage, pledge of, lien or a grant of a covenant not to sue, or other encumbrance on any intellectual property rights, or an assertion of any intellectual property rights in any new complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation or in any counter claim;

an amendment, renewal, termination, sublicense, assignment or other modification of any license or other agreement by Motorola Mobility or any of its subsidiaries with respect to any intellectual property rights;

a settlement of any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation (including any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation relating to the merger agreement or the transactions contemplated by the merger agreement or set forth in the disclosure letter) that involves (a) the sale, mortgage, pledge or other disposition or encumbrance of any intellectual property rights or the grant of any license (or similar commitment, such as a covenant not to sue) (nor any potential obligation to grant the foregoing in the future), (b) the amendment, renewal, termination, sublicense, assignment, or modification of a license or similar agreement or (c) a commitment to make any payment or provide other consideration where the aggregate value of all consideration in respect of all such settlements entered into in any calendar quarter (or, if there are royalties or other consideration other than fixed cash payments, the reasonable expected value) exceeds the dollar amount agreed between Motorola Mobility and Google on the date of the merger agreement, on a cumulative basis; or

a payment, discharge or satisfaction of any claim, liability or obligation;

afford to any person access to the business, properties, assets, books, records or other non-public information, or to any personnel of Motorola Mobility or any of its subsidiaries (other than Google, RB98 Inc. or their designees) in connection with any acquisition proposal (in the absence of Google s consent);

afford to any person access to the business, properties, assets, books, records or other non-public information, or to any personnel of Motorola Mobility or any of its subsidiaries (other than Google, RB98 Inc., or their designees) in response to any other proposal or inquiry for a potential transaction that on its face is one of the specified transactions described in the second preceding bullet (in the absence of Google s consent);

enter into, participate, engage in or continue or renew discussions or negotiations with any person with respect to any acquisition proposal; or

enter into, or authorize Motorola Mobility or any of its subsidiaries to enter into, any letter of intent, agreement or understanding of any kind providing for, or deliberately intended to facilitate, an acquisition transaction.

However, until the Motorola Mobility stockholder approval has been obtained, if the Motorola Mobility Board of Directors receives an acquisition proposal that it determines in good faith (after consultation with its financial advisor and outside legal counsel) either constitutes a superior proposal or could reasonably be expected to result in a superior proposal (and at the time of taking the following action, the acquisition proposal continues to constitute or remains reasonably expected to result in a superior proposal), the Motorola Mobility Board of Directors may:

participate or engage in discussions or negotiations with the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement);

furnish to the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement) any non-public information relating to Motorola Mobility or any of its subsidiaries, pursuant to a confidentiality agreement that contains provisions restricting disclosure and use that are no less favorable in the aggregate to Motorola Mobility than those in the confidentiality agreement entered into between Motorola Mobility and Google; and/or

afford to the person that has made the *bona fide* unsolicited written acquisition proposal (which must not have resulted from a knowing breach of the non-solicitation provisions of the merger agreement) access to the business, properties, assets, books, records or other non-public information, or to the personnel, of Motorola Mobility or any of its subsidiaries, pursuant to a confidentiality agreement that contains provisions restricting disclosure and use that are no less favorable in the aggregate to Motorola Mobility than those in the confidentiality agreement entered into between Motorola Mobility and Google.

Contemporaneously with furnishing any non-public information to any person, Motorola Mobility must make available the same non-public information to Google to the extent the information has not been previously made available to Google. In addition, upon receipt of an acquisition proposal, Motorola Mobility must promptly (and in any event within 24 hours) provide to Google (1) a copy of the acquisition proposal, if made in writing, or a summary of the material terms of the acquisition proposal, if not made in writing, and (2) any information known to Motorola Mobility relating to the identity of the person making the acquisition proposal (including, if the person is not an issuer with equity securities registered with the SEC, the person s direct and indirect investors). Finally, Motorola Mobility must give Google prior written notice (which prior written notice must be given, to the extent practicable, at least 12 hours in advance) of Motorola Mobility s intention to participate or engage in discussions or negotiations with, or furnish non-public information or afford access to, a person making an acquisition proposal.

An acquisition proposal is defined to mean any offer or proposal (other than an offer or proposal by Google or RB98 Inc.), to engage in an acquisition transaction from any person or group.

An acquisition transaction is defined to mean:

- any transaction or series of related transactions with one or more third parties involving (1) the purchase or other acquisition from Motorola Mobility by any person or group of 20% or more of the total outstanding shares of Motorola Mobility common stock, (2) any tender offer or exchange offer that, if consummated, would result in any person or group beneficially owning 20% or more of the total outstanding shares of Motorola Mobility common stock, (3) any merger, consolidation, business combination or similar transaction involving Motorola Mobility or any of its subsidiaries or (4) any sale, acquisition, transfer or disposition of assets (including equity of subsidiaries of Motorola Mobility) that constitute 20% or more of the consolidated non- cash or cash equivalent assets of Motorola Mobility and its subsidiaries; or

- any liquidation or dissolution of Motorola Mobility.

A superior proposal is defined to mean a *bona fide* written acquisition proposal to acquire, directly or indirectly, (1) all or substantially all of the non- cash or cash equivalent assets of Motorola Mobility or (2) more than 50% of the outstanding shares of Motorola Mobility common stock, with respect to which the Motorola Mobility Board of Directors must have determined in good faith (after consultation with its financial advisor and outside legal counsel) that the acquisition transaction contemplated by the acquisition proposal (a) would be more favorable to Motorola Mobility stockholders than the merger, after taking into account all the terms and conditions of such proposal (including the financial aspects of such proposal, the form of consideration, the likelihood, ability to finance, conditionality and timing of consummation of such proposal, any break-up fees, expense reimbursement provisions and any other aspects of the transaction described in such proposal, including the identity of the person or group making such proposal) and the merger agreement (including

any changes to the terms of the merger agreement proposed in writing by Google to Motorola Mobility in response to the acquisition proposal or otherwise) and (b) would not be subject to any due diligence or financing condition.

Motorola Mobility Board Recommendation

The Motorola Mobility Board of Directors determined to recommend that Motorola Mobility stockholders vote in favor of the adoption of the merger agreement in accordance with the applicable provisions of the DGCL. The Motorola Mobility Board of Directors also agreed to include the board recommendation in this proxy statement.

The Motorola Mobility Board of Directors also agreed that it will not:

- withhold, withdraw, amend, change, qualify or modify in a manner adverse to Google, or authorize or publicly propose to withhold, withdraw, amend, change, qualify or modify in a manner adverse to Google, the board recommendation;

- approve, adopt or recommend to Motorola Mobility stockholders any acquisition proposal, or authorize or publicly propose to approve, adopt or recommend to Motorola Mobility stockholders any acquisition proposal; or make any public statement regarding any acquisition proposal or tender or exchange offer that fails to include a reaffirmation of the board recommendation that Motorola Mobility stockholders vote in favor of the adoption of the merger agreement (other than a stop, look and listen communication by the Motorola Mobility Board of Directors pursuant to Rule 14d-9(f) of the Exchange Act).

The foregoing restrictions notwithstanding, at any time prior to the adoption of the merger agreement by the Motorola Mobility stockholders, and after complying with the obligations described in the next paragraph, the Motorola Mobility Board of Directors may take the actions in the preceding paragraph (which we refer to in this proxy statement as a recommendation change) if:

an event, fact, circumstance, development or occurrence that affects the business, assets or operations of Motorola Mobility that is unknown to the Motorola Mobility Board of

Directors as of the date of the merger agreement becomes known to the Motorola Mobility Board of Directors (which we refer to in this proxy statement as an intervening event), and the Motorola Mobility Board of Directors has concluded in good faith (after consultation with its financial advisor and outside legal counsel) that the failure of the Motorola Mobility Board of Directors to make a recommendation change would be reasonably likely to be inconsistent with the directors exercise of their fiduciary obligations to Motorola Mobility stockholders under applicable law; or

the Motorola Mobility Board of Directors has concluded in good faith (after consultation with its financial advisors and outside legal counsel) that an acquisition proposal constitutes a superior proposal and that the failure of the Motorola Mobility Board of Directors to make a recommendation change would be reasonably likely to be inconsistent with the directors exercise of their fiduciary obligations to Motorola Mobility stockholders under applicable law.

Before making a recommendation change, Motorola Mobility must give Google at least three business days prior written notice of its intention to change its recommendation (which notice must specify the reasons for the recommendation change) and, in the case of a recommendation change in response to an intervening event involving a proposed transaction, provide Google an unredacted copy of the relevant proposed transaction agreement and other material documents contemplated with or by the party making the proposal. In addition, before making a recommendation change, if requested by Google, Motorola Mobility and its representatives must negotiate in good faith with Google during the notice period to enable Google to propose changes to the terms of the merger agreement that would eliminate the need for the Motorola Mobility Board of Directors to make a recommendation change. In connection with that process, the Motorola Mobility Board of Directors must consider in good faith (after consultation with its financial advisors and outside legal counsel) any changes to the merger agreement proposed in writing by Google. Finally, the Motorola Mobility Board of Directors must have determined that the intervening event would still continue to require a recommendation change if the changes proposed by Google were to be given effect. If at any time there is a change to the material facts and circumstances relating to the

relevant intervening event, or any change to the form or amount of consideration or any material terms of the transaction in the case of an intervening event involving a potential transaction or any change to any of the financial terms (including the form or amount of consideration), Motorola Mobility must deliver to Google an additional notice and a summary of the relevant proposed transaction agreement and other material documents. And, in that case, a new three-business-day notice period will commence during which time Motorola Mobility will be obligated to take the actions described above in this paragraph.

The merger agreement does not prohibit the Motorola Mobility Board of Directors from taking and disclosing to Motorola Mobility stockholders a position contemplated by Rule 14e-2(a) under the Exchange Act or complying with the provisions of Rule 14d-9 promulgated under the Exchange Act, or making any disclosure to the Motorola Mobility stockholders that the Motorola Mobility Board of Directors determines to make in good faith (after consultation with its outside legal counsel) in order to fulfill its fiduciary duties or satisfy applicable state or federal securities laws. However, any position or disclosure made under those circumstances will be deemed to be a recommendation change unless it is either a stop, look and listen communication by the Motorola Mobility Board of Directors pursuant to Rule 14d-9(f) of the Exchange Act in connection with a tender offer or exchange offer, or it includes a reaffirmation of the board recommendation.

Indemnification and Insurance

For a period of six years from the effective time of the merger, the certificate of incorporation and bylaws of the surviving corporation will contain provisions with respect to the indemnification and exculpation of, and advancement of expenses to, current and former Motorola Mobility directors and officers that are at least as favorable as are set forth in Motorola Mobility s current certificate of incorporation and bylaws, which provisions will not, unless required by applicable law, be amended, repealed or otherwise modified for a period of six years from the effective time of the merger in any manner that would affect adversely the rights thereunder of such directors and officers.

For a period of six years from the effective time of the merger, Google will cause the surviving corporation to maintain the directors and officers liability insurance policies currently maintained by Motorola Mobility for such persons as are currently covered on terms that are comparable to those currently in effect with respect to claims arising from acts or omissions that occurred before the effective time of the merger. Alternatively, Motorola Mobility may elect to substitute a single premium tail policy with respect to such directors and officers liability insurance with policy limits, terms and conditions at least as favorable to the directors and officers covered under such insurance policy as the limits, terms and conditions in Motorola Mobility s existing policies or, if Motorola Mobility does not so elect, then Google may (A) substitute its own policies containing terms with respect to coverage and amounts no less favorable to such directors and officers or (B) require Motorola Mobility to obtain such extended reporting coverage under its existing insurance programs.

Employee Benefits and Service Credit

Google has agreed that for one year after the merger it will provide to each active Motorola Mobility employee base compensation and bonus opportunities that, in each case, are no less favorable than those provided to the Motorola Mobility employee immediately prior to the merger, and other employee benefits (excluding equity or equity-based awards) that are substantially comparable, in the aggregate, to the employee benefits (excluding equity or equity-based awards) that were provided to the Motorola Mobility employee immediately prior to the merger. However, the merger agreement does not limit Google s or the surviving company s ability to terminate the employment of any Motorola Mobility employee.

To the extent permitted by applicable law, each Motorola Mobility employee will immediately be eligible to participate in any and all Google employee benefits plans in which the Motorola Mobility employee becomes entitled to participate, to the extent coverage under the Google employee benefits plans is comparable to a Motorola Mobility employee benefits plan in which the Motorola Mobility employee participated immediately before the merger. Google will also use its commercially reasonable efforts to ensure that, as of the closing of the merger, each Motorola Mobility employee receives credit for service with Motorola Mobility (or predecessor employers to the extent Motorola Mobility provides such past service credit under the Motorola Mobility employee benefits plans) for purposes of eligibility to participate,

vesting, vacation entitlement and level of severance benefits under each of the comparable employee benefits plans, programs and policies of Google, the surviving corporation or the relevant subsidiary, as applicable, in which the Motorola Mobility employee becomes a participant. However, such service recognition must not result in any duplication of benefits with respect to the same period of service. With respect to each health or welfare benefit plan maintained by Google for the benefit of any Motorola Mobility employees, the surviving corporation or the relevant subsidiary and Google will use commercially reasonable efforts (1) to cause all pre-existing condition exclusions and actively-at-work requirements of the Google employee benefits plan to be waived for each Motorola Mobility employee and his or her covered dependents, unless and to the extent the individual, immediately prior to entry in the Google employee benefits plans, was subject to such conditions under the comparable Motorola Mobility employee benefits plan, and (2) to cause each Motorola Mobility employee to be given credit under the Google employee benefits plans for all amounts paid by the Motorola Mobility employee under any similar Motorola Mobility employee benefits plan for the plan year that includes the closing date for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the applicable plan maintained by Google, the surviving corporation or the relevant subsidiary, as applicable, for the plan year in which the closing date occurs.

Under the merger agreement, Motorola Mobility may, prior to the closing of the merger, adopt a limited retention program for Motorola Mobility employees (including payment of bonuses in respect of 2011) in accordance with terms disclosed to Google prior to execution of the merger agreement. Motorola Mobility and each of its subsidiaries have agreed to use commercially reasonable efforts to take all necessary action in order to comply with all applicable notification, consultation and consent requirements with respect to all unions, works councils, employee committees and similar bodies in respect of the transactions contemplated by the merger agreement. Google has agreed to use commercially reasonable efforts to cooperate with Motorola Mobility and its subsidiaries in respect of the foregoing.

Reasonable Best Efforts

With respect to matters other than antitrust clearances, each of Motorola Mobility, Google and

RB98 Inc. has agreed to cooperate with each other and use their respective reasonable best efforts to promptly:

- take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with each other in doing, all things necessary, proper or advisable to cause the closing conditions to be satisfied as promptly as reasonably practicable and to consummate and make effective, in the most expeditious manner reasonably practicable, the transactions described in the merger agreement (including preparing and filing promptly and fully all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents);

- obtain all approvals, consents, registrations, waivers, permits, authorizations, orders and other confirmations from any governmental entity or third party necessary, proper or advisable to consummate the transactions described in the merger agreement;

- execute and deliver any additional instruments necessary to consummate the transaction described in the merger agreement;

- inform each other promptly of any substantive oral or written communications or meetings with our former parent regarding the merger and provide the other parties with an opportunity to attend and participate in such meetings;

- furnish information requested by our former parent in connection with Motorola Mobility s obligations under the Tax Sharing Agreement between Motorola Mobility and our former parent; and

- defend or contest any claim, suit, action or other proceeding brought by a third party that would otherwise prevent or materially impede, interfere with, hinder or delay the consummation of the transactions described herein.

With respect to antitrust clearances, each of Motorola Mobility, Google and RB98 Inc. has agreed to:

- make, as promptly as reasonably practicable, all necessary filings and notifications and other submissions with respect to the merger agreement under the antitrust laws, including filing notification and report forms required under the HSR Act no later than August 29, 2011 (and Motorola Mobility and Google filed their respective notification and report forms with the Antitrust Division and the FTC under the HSR Act on August 29, 2011);

- subject to the following paragraph, use its reasonable best efforts to obtain termination or expiration of any waiting periods under the HSR Act and such other approvals, consents and clearances as may be necessary, proper or advisable to effectuate the merger under the antitrust laws and to remove any court or regulatory orders under the antitrust laws impeding the ability to consummate the merger by the outside date; and

- use reasonable best efforts to certify compliance with any second request from the Antitrust Division or the FTC pursuant to the HSR Act within four months after receipt of such second request and to produce documents as required on a rolling basis.

Google will have the unilateral right to determine whether or not the parties will litigate with any governmental entities to oppose any enforcement action or remove any court or regulatory orders impeding the ability to consummate the merger. Google will also control and lead all communications and strategy relating to the antitrust laws and litigation matters relating to the antitrust laws, subject to good faith consultations with Motorola Mobility and the inclusion of Motorola Mobility at meetings with governmental entities with respect to any discussion related to the merger under the antitrust laws.

Other Covenants and Agreements

Google and Motorola Mobility have made certain other covenants to and agreements with each other regarding various other matters including:

- Google s access to Motorola Mobility s information and Google s agreement to keep the information provided to it confidential;

- Motorola Mobility s taking certain actions to render any antitakeover laws inapplicable to the merger agreement and the transactions contemplated by the merger agreement;

any litigation against Motorola Mobility and/or its directors relating to the transactions contemplated by the merger agreement, and the settlement of such litigation;

any press release or other public statement or comment relating to the merger agreement or the transactions contemplated in the merger;

Section 16 of the Exchange Act;

Google s delivery of a written consent adopting the merger agreement as sole stockholder of RB98 Inc.;

Google s not having the right to control Motorola Mobility s operations prior to the closing of the merger, and Motorola Mobility s continuing to exercise, consistent with the terms and conditions of the merger agreement, control and supervision over its operations prior to the effective time of the merger;

Google s responsibility for transfer taxes due with respect to the merger; and

Motorola Mobility s obligations to eliminate the occurrence of or, if not possible, reduce the effect of, certain consequences affecting its or Google s intellectual property rights resulting from the merger agreement or the transactions contemplated in the merger agreement.

Conditions to the Merger

Conditions to Each Party s Obligations. Each party s obligation to consummate the merger is subject to the satisfaction or waiver of the following conditions:

adoption of the merger agreement by the affirmative vote of holders of at least a majority of the outstanding shares of Motorola Mobility common stock;

absence of any order issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the merger;

absence of any law that has been enacted, entered or promulgated by any governmental entity that prohibits or makes illegal consummation of the merger;

termination or expiration of any applicable waiting period (or extension thereof) under the HSR Act;

the issuance by the European Commission of a decision under the EC Merger Regulation declaring the merger compatible with the common market; and additional antitrust clearances in Canada, China, Israel, Russia, Taiwan and Turkey.

Conditions to Motorola Mobility s Obligations. The obligation of Motorola Mobility to consummate the merger is subject to the satisfaction or waiver of further conditions, including:

- the truth and correctness of Google s and RB98 Inc. s representations and warranties on the date of the merger agreement and on the date of the closing of the merger (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date), except where the failures to be true and correct, individually or in the aggregate, have not prevented or materially delayed or materially impaired, and would not be reasonably likely to prevent or materially delay or materially impair, the ability of Google to perform its obligations under the merger agreement or to consummate the merger;

- Google s and RB98 Inc. s performance or compliance in all material respects with all obligations required to be performed or complied with by them under the merger agreement; and

- the receipt by Motorola Mobility of an officer s certificate by Google certifying to the effect that the foregoing two conditions have been satisfied.

Conditions to Google s and RB98 Inc. s Obligations. The obligation of Google and RB98 Inc. to consummate the merger is subject to the satisfaction or waiver of further conditions, including:

- Motorola Mobility has not suffered a material adverse effect since December 31, 2010 through the bring-down date (as further described below);

- the truth and correctness, in all material respects (without giving effect to any materiality qualifications in such representations and warranties), of Motorola Mobility s representations and warranties concerning (1) the organization and qualification of Motorola Mobility, (2) the authority for entry into the merger agreement and certain actions by the Motorola Mobility Board of Directors,

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(3) the delivery of fairness opinions by each of Qatalyst Partners and Centerview and (4) the inapplicability of anti-takeover statutes to the merger and the absence of a Motorola Mobility stockholders rights plan, on the date of the merger agreement and on the date of the closing of the merger (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date);

the truth and correctness of Motorola Mobility s representations and warranties concerning its capitalization, on the date of the merger agreement and on the bring-down date (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date), except for *de minimis* failures to be so true and correct;

the truth and correctness (without giving effect to any materiality qualifications in such representations and warranties) of Motorola Mobility s other representations and warranties in the merger agreement, on the date of the merger agreement and on the bring-down date (or in the case of representations and warranties that are made as of an earlier date, as of the earlier date), except where the failure to be true and correct have not had and are not reasonably likely to have, individually or in the aggregate, a material adverse effect on Motorola Mobility and its subsidiaries, taken as a whole;

Motorola Mobility s performance or compliance in all material respects with all obligations required to be performed or complied with by it under the merger agreement;

the receipt by Google of an officer s certificate by Motorola Mobility certifying to the effect that the foregoing five conditions have been satisfied; and

the unqualified tax opinion delivered by Motorola Mobility s tax counsel to our former parent has not been withdrawn (unless such withdrawal arises from any failure of any statement or representation contained in any representation letter from Google delivered to Motorola Mobility s tax counsel in connection with such tax opinion to be true, correct and complete when given or at any time at or prior to the effective time of the merger).

Bring-down date is defined to mean:

if the closing of the merger occurs prior to or on August 15, 2012, the closing date; or

if the closing of the merger occurs after August 15, 2012, August 15, 2012.

However, if Motorola Mobility elects to extend the outside date as described under Termination of the Merger Agreement below, then the bring-down date will be extended to the earlier of (1) the closing date of the merger and (2) the outside date as extended by Motorola Mobility. As an example, if Motorola Mobility elects to extend the August 15, 2012 date to October 15, 2012, and subsequently Google elects to extend the October 15, 2012 outside date to December 15, 2012, the bring-down date at that time will be October 15, 2012 (and not December 15, 2012).

Termination of the Merger Agreement

Motorola Mobility and Google may terminate the merger agreement by mutual written consent at any time before the consummation of the merger. In addition, with certain exceptions, either Motorola Mobility or Google may terminate the merger agreement at any time before the consummation of the merger if:

- any court of competent jurisdiction or other governmental entity has issued an order, or taken any other action, restraining, enjoining or otherwise prohibiting the merger, and the order or action has become final and non appealable (however, a party may not invoke this termination right unless it has used its reasonable best efforts to contest, appeal and remove the order or action, and is not in material violation of the merger agreement);

- the merger has not occurred on or before the outside date, which is currently August 15, 2012 but is subject to extensions as described below (however, a party may not invoke this termination right if it has failed to fulfill in any material respect any of its covenants and agreements in the merger agreement and such failure was the primary cause of the failure of the merger to occur on or before the outside date); or

- the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting.

Motorola Mobility may also terminate the merger agreement:

if Google or RB98 Inc. has breached its representations and warranties, or has failed to perform its covenants or agreements in the merger agreement, which breach or failure to perform (1) would give rise to the failure of a condition to Motorola Mobility s obligation to consummate the merger and (2) is not cured by Google or RB98 Inc. within 30 days following written notice to Google of the breach or failure to perform, or by its nature or timing is not capable of being cured; or

to enter into, concurrently with the termination of the merger agreement, a written and definitive agreement providing for a superior proposal if (1) the Motorola Mobility stockholders have not yet adopted the merger agreement, (2) Motorola Mobility has not committed a willful and intentional breach of the non-solicitation provisions in the merger agreement and has satisfied other specified requirements and conditions concerning notification and negotiation with Google as described below, (3) the Motorola Mobility Board of Directors determines in good faith (after consultation with its financial advisors and outside legal counsel) that the acquisition proposal constitutes a superior proposal and the failure to terminate the merger agreement would be reasonably likely to be inconsistent with the directors exercise of their fiduciary obligations to Motorola Mobility stockholders under applicable law, and (4) prior to or concurrently with the termination of the merger agreement, Motorola Mobility pays the termination fee to Google as described below.

Prior to exercising its termination right in respect of a superior proposal, Motorola Mobility must give Google at least three business days prior written notice of its intention to so terminate the merger agreement (which notice must specify the material terms and conditions of the superior proposal) and provide Google an unredacted copy of the relevant proposed transaction agreement and other material documents contemplated with or by the party making the superior proposal. In addition, if requested by Google,

Motorola Mobility must negotiate in good faith with Google during the notice period to enable Google to propose changes to the terms of the merger agreement that would cause the superior proposal to no longer constitute a superior proposal. In connection with that process, the Motorola Mobility Board of Directors must consider in good faith (after consultation with its financial advisors and outside legal counsel) any changes to the merger agreement proposed in writing by Google. Finally, the Motorola Mobility Board of Directors must have determined that the superior proposal would still continue to constitute a superior proposal if the changes proposed by Google were to be given effect. If at any time there is a change to any material terms of the superior proposal, Motorola must deliver to Google an additional notice and a summary of the relevant proposed transaction agreement and other material documents. And, in that case, a new three-business-day notice period will commence during which time Motorola Mobility will be obligated to take the actions described above in this paragraph.

The outside date is currently August 15, 2012 but may be extended if at least one of the mutual conditions described above (disregarding the condition relating to adoption of the merger agreement by Motorola Mobility stockholders) has not been satisfied to the extent the condition is related to the antitrust conditions. Under that circumstance, either Motorola Mobility or Google may extend the outside date by a two-month period. The outside date may be extended by these two-month periods up to a total of three times, but may not be extended beyond February 15, 2013.

Google may also terminate the merger agreement if:

Motorola Mobility has breached its representations and warranties, or has failed to perform its covenants or agreements in the merger agreement, which breach or failure to perform (1) would give rise to the failure of a condition to Google s and RB98 Inc. s obligations to consummate the merger and (2) is not cured by Motorola Mobility within 30 days following written notice to Motorola Mobility of the breach or failure to perform, or by its nature or timing is not capable of being cured;

the Motorola Mobility Board of Directors or any committee of the Motorola Mobility Board of Directors has changed its recommendation

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and the Motorola Mobility stockholder approval is not obtained; or

Motorola Mobility enters into any agreement or understanding providing for, or deliberately intended to facilitate an acquisition transaction as described below (unless Google has consented to such entry).

Termination Fees

Motorola Mobility has agreed to pay Google a fee of $375 million if:

all of the following occur:

(1) (a) after the date of the merger agreement and prior to the termination of the merger agreement, a proposal for an acquisition transaction is made to Motorola Mobility or directly to Motorola Mobility stockholders generally (or becomes otherwise publicly known), or any person announces an intention to make a proposal for an acquisition transaction and (b) if the merger agreement has been terminated on the basis that the merger agreement has not been adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting, the proposal or announcement is not publicly and irrevocably withdrawn at least 10 business days prior to the Special Meeting;

(2) the merger agreement is terminated under the following circumstances: (a) (i) the outside date, as and if extended, has passed, (ii) the vote on the adoption of the merger agreement by Motorola Mobility stockholders has not yet occurred and (iii) the antitrust conditions have been satisfied, (b) the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting or (c) Motorola Mobility has breached its representations and warranties, or has failed to perform its covenants and agreements, in either case, in a manner that gave rise to the termination right described under Termination of the Merger Agreement above; and

(3) within 12 months following the termination of the merger agreement, Motorola Mobility enters into an agreement providing for, or consummates, an acquisition transaction involving 50% or more of the non- cash or cash equivalent assets of Motorola Mobility and its subsidiaries, taken as a whole, or 50% or more of the outstanding shares of Motorola Mobility common stock;

the merger agreement is terminated by Google under the following circumstances: (1) the Motorola Mobility Board of Directors or a committee of the Motorola Mobility Board of Directors has made a recommendation change and the merger agreement was not adopted by Motorola Mobility stockholders with the requisite vote at the Special Meeting or at any adjournment or postponement of the Special Meeting or (2) Motorola Mobility enters into any agreement or understanding providing for, or deliberately intended to facilitate, an acquisition transaction (unless Google has consented to such entry); or

the merger agreement is terminated (1) by Motorola Mobility to enter into a written and definitive agreement providing for a superior proposal or (2) by Motorola Mobility or Google if the Motorola Mobility stockholder approval is not obtained at the Special Meeting or at any adjournment or postponement of the Special Meeting and, at the time of the meeting, the Motorola Mobility Board of Directors or a committee of the Motorola Mobility Board of Directors has changed its recommendation in response to an intervening event.

Google has agreed to pay Motorola Mobility a fee of $2.5 billion if all of the following occur:

the merger agreement is terminated by either Motorola Mobility or Google under the following circumstances: (i) a court or other governmental entity has issued an order, or taken any other action, restraining, enjoining or otherwise prohibiting the merger, and the order or action is with respect to antitrust laws and has become final and non appealable or (ii) the outside date, as and if extended, has occurred and, at the time of the termination of the merger agreement, the antitrust conditions have not been satisfied;

the failure of the antitrust conditions to be satisfied is not primarily caused by any material willful and intentional breach by Motorola Mobility of its obligations to use reasonable best efforts to obtain antitrust and other clearances; and

all other conditions to the obligations of Google and RB98 Inc. to consummate the merger described above have been satisfied or waived (and, in the case of those conditions that by their terms are to be satisfied at the closing, those conditions would be satisfied if the closing were to occur).

Limitation of Google s Liability Relating to Antitrust Efforts Claims

The payment of the reverse termination fee does not relieve Google or RB98 Inc. for any failure to comply with their obligations to use their reasonable best efforts to obtain termination or expiration of any waiting periods under the HSR Act and such other approvals, consents and clearances as may be necessary, proper or advisable to effectuate the merger under the antitrust laws and to remove any court or regulatory orders under the antitrust laws impeding the

ability to consummate the merger by the outside date. However, to the extent Motorola Mobility makes claims in respect of breaches by Google or RB98 Inc. of the obligations described in the previous sentence, to the extent related to or resulting in the failure of the antitrust conditions, the aggregate liability of Google and RB98 Inc. will be limited to $3.5 billion (which includes the amount of any reverse termination fee payable by Google under the merger agreement).

Specific Performance; Enforcement

Motorola Mobility, Google and RB98 Inc. are each entitled to an injunction or injunctions to prevent breaches or threatened breaches of the merger agreement and to enforce specifically the terms and provisions of the merger agreement exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware or another court sitting in the state of Delaware. Specific performance is in addition to any other remedy to which the parties are entitled at law or in equity.

APPRAISAL RIGHTS

Under the DGCL, you have the right to dissent from the merger and to receive payment in cash for the fair value of your shares of Motorola Mobility common stock as determined by the Delaware Court of Chancery, together with interest, if any, as determined by the court, but exclusive of any element of value arising from the accomplishment or expectation of the merger, in lieu of the consideration you would otherwise be entitled to pursuant to the merger agreement. These rights are known as appraisal rights. Motorola Mobility stockholders electing to exercise appraisal rights must comply with the provisions of Section 262 of the DGCL in order to perfect their rights. We will require strict compliance with the statutory procedures.

The following is intended as a brief summary of the material provisions of the Delaware statutory procedures required to be followed properly and in a timely manner by a Motorola Mobility stockholder in order to dissent from the merger and perfect appraisal rights.

This summary, however, is not a complete statement of all applicable requirements and is qualified in its entirety by reference to Section 262 of the DGCL, the full text of which appears in Annex D to this proxy statement. Failure to precisely follow any of the statutory procedures set forth in Section 262 of the DGCL may result in a termination or waiver of your appraisal rights. All references in Section 262 of the DGCL and in this summary to a stockholder are to the record holder of shares of Motorola Mobility common stock immediately prior to the effective time of the merger as to which appraisal rights are asserted, unless otherwise indicated.

Section 262 of the DGCL requires that stockholders for whom appraisal rights are available be notified not less than 20 days before the stockholders meeting where the merger will be voted that appraisal rights will be available. A copy of Section 262 of the DGCL must be included with such notice. This proxy statement constitutes our notice to Motorola Mobility stockholders of the availability of appraisal rights in connection with the merger in compliance with the requirements of Section 262 of the DGCL. If you wish to consider exercising your appraisal rights, you should carefully review the text of Section 262 of the DGCL

contained in Annex D to this proxy statement, since failure to timely and properly comply with the requirements of Section 262 of the DGCL will result in the loss of your appraisal rights under the DGCL.

If you elect to demand appraisal of your shares, you must satisfy each of the following conditions:

- You must deliver to us a written demand for appraisal of your shares before the vote with respect to the merger agreement is taken. This written demand for appraisal must be in addition to and separate from any proxy or vote abstaining from or voting against the adoption of the merger agreement. Voting against or failing to vote for the adoption of the merger agreement by itself does not constitute a demand for appraisal within the meaning of Section 262 of the DGCL.

- You must not vote in favor of, or consent in writing to, the adoption of the merger agreement. A vote in favor of the adoption of the merger agreement, by proxy, over the Internet, by telephone or in person, will constitute a waiver of your appraisal rights in respect of the shares so voted and will nullify any previously filed written demands for appraisal. A proxy which does not contain voting instructions will, unless revoked, be voted in favor of the adoption of the merger agreement. Therefore, a Motorola Mobility stockholder who votes by proxy and who wishes to exercise and perfect appraisal rights must vote against the merger agreement and the merger or abstain from voting on the merger agreement and the merger.

You must continue to hold your shares of Motorola Mobility common stock through the effective date of the merger. Therefore, a Motorola Mobility stockholder who is the record holder of shares of Motorola Mobility common stock on the date the written demand for appraisal is made but who thereafter transfers the shares prior to the effective date of the merger will lose any right to appraisal with respect to such shares.

If you fail to comply with any of these conditions and the merger is completed, you will be entitled to receive the per share merger consideration, but you will have no appraisal rights