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[Table of Contents](#)

PROSPECTUS

\$1,000,000,000



The ADT Corporation

Exchange Offer:

New \$1,000,000,000 6.250% Senior Notes due 2021 for \$1,000,000,000 6.250% Senior Notes due 2021
The Exchange Offer will expire at 5:00 p.m., New York City time, on May 5, 2014, unless extended.

The Exchange Notes:

We are offering to exchange:

- New \$1,000,000,000 6.250% Senior Notes due 2021 (the “New Notes”) that have been registered under the Securities Act of 1933 (the “Securities Act”) for outstanding \$1,000,000,000 6.250% Senior Notes due 2021 (the “Outstanding Notes”).

Material Terms of the Exchange Offer:

- The exchange offer expires at 5:00 p.m., New York City time, on May 5, 2014, unless extended.
- Upon expiration of the exchange offer, all Outstanding Notes that are validly tendered and not withdrawn will be exchanged for New Notes (as defined below).
- You may withdraw tendered Outstanding Notes (as defined below) at any time prior to the expiration of the exchange offer.

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- The exchange offer is not subject to any minimum tender condition, but is subject to customary conditions.
- The exchange of the New Notes for Outstanding Notes will not be a taxable exchange for U.S. federal income tax purposes.
- Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge that it may be required to deliver a prospectus meeting the requirements of the Securities Act, in connection with any resale of such New Notes. This prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit the legal effect or meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in the sale of New Notes received in exchange for Outstanding Notes where such New Notes were acquired by such broker-dealer as a result of other trading activities. We have agreed that for a period of 180 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in any such resale. See “Plan of Distribution.”
- There is no existing public market for the Outstanding Notes or the New Notes. We do not intend to list the New Notes on any securities exchange or trading system.

Investing in the New Notes involves risks. See “[Risk Factors](#)” beginning on page 6.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or the accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated April 4, 2014

[Table of Contents](#)**TABLE OF CONTENTS**[WHERE YOU CAN FIND MORE INFORMATION](#)[INCORPORATION BY REFERENCE](#)[CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS](#)[SUMMARY](#)[RISK FACTORS](#)[RATIO OF EARNINGS TO FIXED CHARGES](#)[USE OF PROCEEDS](#)[THE EXCHANGE OFFER](#)[DESCRIPTION OF THE NEW NOTES](#)[CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS](#)[PLAN OF DISTRIBUTION](#)[LEGAL MATTERS](#)[EXPERTS](#)

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. information or representations. This prospectus does not offer to sell or ask for offers to buy any securities other than those to which this prospectus constitute an offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is a person who cannot legally be offered the securities. The information contained in this prospectus is current only as of its date.

This exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of outstanding notes in any jurisdiction where the acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.

We have filed with the U.S. Securities and Exchange Commission ("SEC") a registration statement on Form S-4 with respect to the New Notes. This prospectus forms part of the registration statement, does not contain all the information included in the registration statement, including its exhibits and schedules. In order to make an investment decision about us and the notes described in this prospectus, you should refer to the registration statement and its exhibits and schedules. Statements we make in this prospectus, contracts or other documents are not necessarily complete. When we make such statements, we refer you to the copies of the contracts or other documents filed in the registration statement, because those statements are qualified in all respects by reference to those exhibits. The registration statement, including its exhibits and schedules, is available at the SEC's website at www.sec.gov.

You may also obtain this information without charge by writing or telephoning us at the following address and telephone number:

**The ADT Corporation
1501 Yamato Road
Boca Raton, Florida 33431
Attention: Investor Relations**

Final Prospectus

<http://www.sec.gov/Archives/edgar/data/154>

Phone: (561) 988-3600

In order to ensure timely delivery, you must request the information no later than April 28, 2014, which is five business days before the

i

[Table of Contents](#)

WHERE YOU CAN FIND MORE INFORMATION

We file Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy and information statements or furnished pursuant to Sections 13(a), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) with the SEC document that we file, including this prospectus, at the SEC’s Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains information statements and other information regarding The ADT Corporation and other companies that file materials with the SEC electronically.

We maintain a website at www.adt.com. We make available free of charge on or through our website our periodic and current reports and other information reasonably practicable after we electronically file or furnish such materials to the SEC. This reference to our Internet address is for informational purposes only. Under any circumstances, be deemed to incorporate the information available at or through such Internet address into this prospectus. Additional information regarding above-referenced filings at no cost, by writing or telephoning our principal executive offices at the following address:

The ADT Corporation
1501 Yamato Road
Boca Raton, FL 33431
Attn: Investor Relations

INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus, which means that we can disclose important information in other documents. We hereby incorporate by reference the documents listed below. Information that we file later with the SEC will automatically update this prospectus with the information. Specifically, we incorporate by reference the following documents or information filed with the SEC (other than, in each case, documents that have been furnished and not filed in accordance with SEC rules):

- Our Annual Report on Form 10-K for the fiscal year ended September 27, 2013 filed with the SEC on November 20, 2013 (including our Proxy Statement on Schedule 14A, filed with the SEC on January 27, 2014, incorporated by reference therein);
- Our Quarterly Report on Form 10-Q for the quarter ended December 27, 2013 filed with the SEC on January 30, 2014;
- Our Current Reports on Form 8-K, filed with the SEC on October 1, 2013, October 15, 2013, November 25, 2013 (Item 1.01 of our Current Report on Form 8-K filed on December 2, 2013, December 3, 2013, January 13, 2014, March 7, 2014, March 14, 2014 and March 19, 2014; and
- Future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus offering of the securities made under this prospectus; *provided, however*, that we are not incorporating by reference any documents that we file with the SEC, that are deemed to be furnished and not filed with the SEC. Unless specifically stated to the contrary, we disclose under Items 2.02 or 7.01 of any Current Report on Form 8-K that we may from time to time furnish to the SEC will be otherwise included in, this prospectus.

Table of Contents

We will provide, without charge, to each person to whom a copy of this prospectus has been delivered, including any beneficial owners, documents referred to herein that are summarized and incorporated by reference in this prospectus, if such person makes a written or oral request.

The ADT Corporation
1501 Yamato Road
Boca Raton, FL 33431
Attn: Investor Relations

WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH ANY ADDITIONAL INFORMATION OR ANY INFORMATION THAT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS, ANY ACCOMPANYING PROSPECTUS SUPPLEMENT, OR ANY PROSPECTUS PROVIDED IN CONNECTION WITH AN OFFERING. WE TAKE NO RESPONSIBILITY FOR, AND CAN PROVIDE NO GUARANTEE OF THE RELIABILITY OF, ANY OTHER INFORMATION THAT OTHERS MAY GIVE YOU. YOU SHOULD NOT ASSUME THAT THE INFORMATION IN THIS PROSPECTUS IS ACCURATE AS OF ANY DATE OTHER THAN THAT DATE, UNLESS WE OTHERWISE NOTE IN THIS PROSPECTUS SUPPLEMENT.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus contains certain “forward-looking statements” regarding business strategies, market potential, future financial performance, and other matters. Words such as “anticipates,” “estimates,” “expects,” “projects,” “forecasts,” “intends,” “plans,” “believes,” and “will” are used in connection with any discussion of future operating or financial performance identify forward-looking statements. These forward-looking statements are based on management’s current beliefs and assumptions and on information currently available to management about future events. As with any projection, these forward-looking statements are susceptible to uncertainty and changes in circumstances. Except for our ongoing obligations to disclose material information under the U.S. federal securities laws, we do not have any obligation to, and expressly disclaim any obligation to, update or alter any forward-looking statements whether as a result of such changes or otherwise.

Various factors could adversely affect our operations, business or financial results in the future and cause our actual results to differ from our forward-looking statements, including those factors discussed in detail in “Risk Factors”. Our actual results could differ materially from our forward-looking statements due to these factors, including:

- competition in the markets we serve, including new entrants in these markets;
- entry of potential competitors upon the expiration of non-competition agreements;
- unauthorized use of our brand name;
- risks associated with ownership of the ADT® brand name outside of the United States and Canada, by Tyco International Ltd.,
- failure to enforce our intellectual property rights;
- allegations that we have infringed the intellectual property rights of third parties;
- failure to maintain the security of our information and technology networks;

- interruption to our monitoring facilities;
- an increase in the rate of customer attrition;
- downturns in the housing market and consumer discretionary income;
- our ability to develop or acquire new technology;

Table of Contents

- changes in U.S. and non-U.S. governmental laws and regulations;
- increase in government regulation of telemarketing, e-mail marketing and other marketing upon the cost and growth of our business;
- risks associated with our non-compete and non-solicit arrangements with Tyco;
- shifts in consumers' choice of, or telecommunication providers' support for, telecommunication services and equipment;
- our dependence on certain software technology that we license from third parties;
- failure or interruption in products or services of third-party providers;
- our greater exposure to liability for employee acts or omissions or system failures;
- interference with our customers' access to some of our products and services through the Internet by broadband service providers;
- potential impairment of our deferred tax assets;
- risks associated with acquiring and integrating customer accounts;
- potential loss of authorized dealers and affinity marketing relationships;
- failure to realize expected benefits from acquisitions;
- risks associated with pursuing business opportunities that diverge from our current business model;
- adverse developments in our relationship with our employees;
- potential liabilities for obligations of The Brink's Company under the Coal Act;
- changes in our credit ratings;
- risks related to our increased indebtedness;
- capital market conditions, including availability of funding sources;
- potential liabilities for legacy obligations relating to the separation from Tyco;
- failure to fully realize expected benefits from the separation from Tyco; and
- difficulty in operating as an independent public company separate from Tyco.

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. If more of these or other risks or uncertainties materialize or if our underlying assumptions prove to be incorrect, actual results may vary materially from those included in or contemplated or implied by our forward-looking statements. Consequently, actual events and results may vary significantly from those included in or contemplated or implied by our forward-looking statements included in this prospectus are made only as of the date of this prospectus, and we undertake no obligation to publicly update or revise our forward-looking statements made by us or on our behalf, whether as a result of new information, future developments, subsequent events or circumstances or otherwise.

Final Prospectus

<http://www.sec.gov/Archives/edgar/data/154>

iv

[Table of Contents](#)

SUMMARY

This summary highlights selected information from this prospectus and is therefore qualified in its entirety by the more detailed information or incorporated by reference, in this prospectus. It may not contain all the information that is important to you. We urge you to read carefully the other documents to which it refers to understand fully the terms of the New Notes.

In this prospectus, except as otherwise indicated, any references to “ADT,” “we,” “us,” “our,” or the “Company” refer to The ADT Corporation and its consolidated subsidiaries. The ADT Corporation is a Delaware corporation and the issuer of the securities offered hereby.

Our Company

ADT is a leading provider of electronic security, interactive home and business automation and related monitoring services for residential and small business customers, making us the largest company of our kind in both the United States and Canada. ADT delivers a robust monitoring network, all backed by the support of approximately 200 sales and service offices. Our broad and pioneering set of products and services, including ADT Pulse interactive home security services, meet a range of customer needs for today’s active and increasingly mobile lifestyles. ADT’s network is the broadest in the industry, and includes dealers, affinity organizations such as USAA and AARP and technology providers.

Risk Factors

We face numerous risks related to, among other things, our business operations, our strategies, general economic conditions, competitive conditions, legal and regulatory environment in which we operate, our spin-off from Tyco (the “Separation”) and our status as an independent public company. For more detail under the heading “Risk Factors” in this prospectus and “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, any of these risks should materialize, it could have a material adverse effect on our business, financial condition, results of operations or cash flows. You should review these risk factors carefully. Furthermore, this prospectus contains forward-looking statements that involve risks, uncertainties and assumptions that may differ materially from those anticipated in these forward-looking statements as a result of many factors, including but not limited to those discussed in the “Cautionary Statement Concerning Forward-Looking Statements”.

Corporate Information

We are a Delaware corporation and our principal executive office is located in Boca Raton, Florida. Our telephone number is (561) 433-1234. Information contained on, or connected to, our website does not and will not constitute part of this prospectus.

[Table of Contents](#)**The Exchange Offer**

A brief description of the material terms of the exchange offer follows. We are offering to exchange the New Notes for the Outstanding Notes offered in the exchange offer are substantially identical to the terms of the Outstanding Notes, except that the New Notes will be registered under the Securities Act. Certain transfer restrictions, registration rights and additional interest provisions relating to the Outstanding Notes do not apply to the New Notes. For a more complete description, see “Description of the New Notes.”

Issuer

The ADT Corporation, a Delaware corporation

New Notes offered

New \$1,000,000,000 6.250% Senior Notes due 2021.

Outstanding Notes

\$1,000,000,000 6.250% Senior Notes due 2021.

The Exchange Offer

We are offering to issue registered New Notes in exchange for a like principal amount of our Outstanding Notes of the same series. We are offering the New Notes to satisfy our obligations under an exchange registration rights agreement with the initial purchasers of the Outstanding Notes when we sold the Outstanding Notes. The New Notes are exempt from the registration requirements of the Securities Act. You may exchange by following the procedures described in the section entitled “Exchange Offer” in this prospectus.

Tenders; Expiration Date; Withdrawal

The exchange offer will expire at 5:00 p.m., New York City time, on Monday, June 14, 2021, unless we extend it. If you tender Outstanding Notes for New Notes, you must acknowledge that you are not engaging in a secondary distribution of the New Notes. You may withdraw any Outstanding Notes tendered for exchange at any time prior to the expiration of the exchange offer. If we decide for any reason not to issue New Notes you have tendered for exchange, those Outstanding Notes will be promptly returned to you after the expiration or termination of the exchange offer. See “Exchange Offer” for a more complete description of the tender and withdrawal procedures.

Conditions to the Exchange Offer

The exchange offer is subject to customary conditions, some of which are described in the section entitled “Exchange Offer—Conditions to the Exchange Offer” for a description of the conditions to the exchange offer, including that the exchange offer is conditioned upon any minimum principal amount of Outstanding Notes tendered for exchange.

U.S. Federal Income Tax Considerations

Your exchange of Outstanding Notes for New Notes to be issued in the exchange offer may result in a gain or loss to you for U.S. federal income tax purposes. For additional information on the U.S. Federal Income Tax Considerations, see the section entitled “U.S. Federal Income Tax Considerations.” You should consult your own tax advisor regarding the tax consequences to you of the exchange offer, as well as tax consequences of the ownership of the New Notes.

Final Prospectus

<http://www.sec.gov/Archives/edgar/data/154>

2

[Table of Contents](#)

Use of Proceeds	We will not receive any cash proceeds from the exchange offer.
Exchange Agent	Wells Fargo Bank, National Association
Consequences of Failure to Exchange your Outstanding Notes	Outstanding Notes that are not tendered or that are tendered but not accepted are subject to the restrictions on transfer that are described in the legend on those notes. You may transfer your Outstanding Notes only if they are registered under, or offered or sold in compliance with, the Securities Act and applicable state securities laws. Except in limited circumstances, we will have no further obligations to you. If you do not participate in the exchange offer, the liquidity of your Outstanding Notes may be affected. See “The Exchange Offer—Consequences of Failure to Exchange your Outstanding Notes” for more information.
Consequences of Exchanging your Outstanding Notes	<p>Based on interpretations of the staff of the SEC, we believe that you may be required to register and prospectus delivery requirements of the Securities Act if you:</p> <ul style="list-style-type: none"> • acquire the New Notes issued in the exchange offer in the ordinary course of your business; • are not participating, do not intend to participate, and have no arrangement with anyone to participate, in the distribution of the New Notes issued in the exchange offer; • are not an “affiliate” of ADT as defined in Rule 405 of the Securities Act. <p>If any of these conditions is not satisfied and you transfer any New Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may be liable under the Securities Act. We will not be responsible for or indemnify you for any liability you may incur.</p> <p>Any broker-dealer that acquires New Notes in the exchange offer for its account or for the account of another person, including through market-making or other trading, may be a statutory underwriter and that it will deliver a prospectus for the New Notes issued in the exchange offer. See “Plan of Distribution” for more information on the delivery obligations of broker-dealers in the exchange offer.</p>
Interest on Outstanding Notes Exchanged in the Exchange Offer	On the record date for the first interest payment date for each series of New Notes, the consummation of the exchange offer, holders of such New Notes will receive interest on the issue date of the Outstanding Notes or, if interest has been paid, the most recent interest payment date that has been paid.

[Table of Contents](#)

The New Notes	A brief description of the material terms of the New Notes follows. For a more complete description, see “Description of the New
Issuer	The ADT Corporation, a Delaware corporation
New Notes Offered	New \$1,000,000,000 6.250% Senior Notes due 2021.
Maturity Dates	The New Notes will mature on October 15, 2021.
Interest Payment Dates	Interest will be paid semi-annually on April 15 and October 15 of each
Interest Rates	The New Notes will bear interest at a rate per annum equal to 6.250%.
Optional Redemption	The New Notes are redeemable, at our option, on any date prior to the greater of the principal amount of the New Notes or a “make-whole” and unpaid interest to, but excluding, the redemption date.
Redemption of New Notes for Tax Reasons	We may redeem all, but not part, of the New Notes upon the occurrence under “Description of the New Notes—Redemption Upon Changes in V
Minimum Denomination	Interests in the global notes will be issued in minimum denominations of \$1,000 in excess hereof.
Ranking	The New Notes will be unsecured and unsubordinated obligations that rank pari passu with all of ADT’s existing and future unsecured and unsubordinated indebted
Purchase of New Notes Upon a Change of Control Triggering Event	Holders of New Notes will have the right to require ADT to purchase a New Notes if a Change of Control Triggering Event occurs with respect to the New Notes—Change of Control.”
Events of Default	For a discussion of events that will permit acceleration of the payment of interest on the New Notes, see “Description of the New Notes—Events
No Established Trading Market	The New Notes are a new issue of securities with no established trading market and will not be listed on any securities exchange or on any automated dealer quotation system. No active or liquid trading market for the New Notes will develop. If an active trading market for the New Notes does not develop, the market price and liquidity of the N

Risk Factors

affected.

Investing the New Notes involves substantial risks and uncertainties. See information included in this prospectus for a discussion of factors you should consider in deciding to purchase any New Notes.

[Table of Contents](#)

Additional Notes	ADT may from time to time, without consent of the holders of the New Notes, issue additional series of the New Notes on terms and conditions as any series of the New Notes. Additional notes may be issued in connection with a single series with the relevant series of New Notes offered hereby.
Governing Law	New York.

[Table of Contents](#)**RISK FACTORS**

An investment in the New Notes represents a high degree of risk, including the risks described below and set forth under “Item 1A. Risk Factors” of our Form 10-K for the fiscal year ended September 27, 2013. You should carefully consider these risks and the other information included and in our prospectus before deciding to invest in the New Notes. Our financial condition, results of operations or cash flows could be materially adversely affected. In any such case, the trading price of the New Notes could decline, and you could lose all or part of your investment.

Risks Relating to the New Notes

You may be adversely affected if you fail to exchange Outstanding Notes.

We will issue New Notes to you only if your Outstanding Notes are timely received by the exchange agent, together with all required documents, a completed and signed letter of transmittal. Therefore, you should allow sufficient time to ensure timely delivery of the Outstanding Notes, and read the instructions on how to tender your Outstanding Notes. Neither we nor the exchange agent are required to tell you of any defects or irregularities in your Outstanding Notes. If you are eligible to participate in the exchange offer and do not tender your Outstanding Notes or if we do not accept your tendered Outstanding Notes properly, then, after we consummate the exchange offer, you will continue to hold Outstanding Notes that are subject to the same restrictions and will no longer have any registration rights or be entitled to any additional interest with respect to the Outstanding Notes. In addition,

- If you tender your Outstanding Notes for the purpose of participating in a distribution of the New Notes, you will be required to comply with the prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes; and
- If you are a broker-dealer that receives New Notes for your own account in exchange for Outstanding Notes that you acquired through your trading or other trading activities, you will be required to acknowledge that you may be a statutory underwriter and that you will deliver the New Notes in accordance with the resale requirements of the Securities Act.

After the exchange offer is consummated, if you continue to hold any Outstanding Notes, you may have difficulty selling them because there is no established trading market for the Outstanding Notes.

There is no established trading market for the New Notes.

The New Notes are a new issue of securities for which there is no established trading market. We do not intend to apply for listing of the New Notes on any exchange or to arrange for quotation on any automated dealer quotation system. As a result, an active trading market for the New Notes may not develop or is not maintained, the market price and liquidity of the New Notes may be adversely affected. In that case, you may not be able to sell the New Notes at a particular time or at a favorable price.

The New Notes do not restrict our ability to incur additional debt, repurchase our securities or take other actions that could adversely affect our financial condition, addition, the restrictions contained in the indenture on our ability to grant liens and enter into sale and lease-back transactions are subject to numerous exceptions, which, among other things,

We are not restricted under the terms of the New Notes from incurring additional debt or repurchasing our securities. The terms of the New Notes do not restrict our ability to incur additional debt and enter into sale and lease-back transactions. However, these limitations are subject to numerous exceptions, which, among other things,

[Table of Contents](#)

us to grant liens securing certain indebtedness. The New Notes are unsecured and are effectively subordinated to any existing or future secured debt. For more information, see “Description of the New Notes—Covenants—Limitations on Liens” and “Description of the New Notes—Covenants—Limitations on Sale and Lease-Back” in this prospectus, and for a discussion of the exceptions.

In addition, the limited covenants applicable to the New Notes do not require us to achieve or maintain any minimum financial results, operating performance, or debt ratings. Our ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the covenants may have the effect of diminishing our ability to make payments on the notes when due.

[Table of Contents](#)**RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth our historical ratios of earnings to fixed charges for the periods shown. This information should be read in conjunction with the information appearing elsewhere, or incorporated by reference, in this prospectus accompanying notes incorporated by reference in this prospectus and a purposes of determining the ratio of earnings to fixed charges, earnings consist of income from continuing operations before income taxes, fixed charges consist of interest expense (including amortization of debt discounts and amortization of debt premiums), interest capitalized, less interest capitalized. Fixed charges consist of interest expense (including amortization of debt discounts and amortization of debt premiums, indebtedness), interest capitalized, and an appropriate interest factor on operating leases. Interest related to unrecognized tax benefits is recorded as a charge. Fixed charges represent amounts relating to continuing operations.

	<u>Quarter Ended</u> <u>December 27,</u> <u>2013</u>	<u>September 27,</u> <u>2013</u>	<u>September 28,</u> <u>2012</u>	<u>Fiscal Year Ended</u> <u>September 30,</u> <u>2011</u>
Ratio of earnings to fixed charges	3.4	6.0	6.8	6.9

[Table of Contents](#)

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the New Notes. In consideration for issuing the New Notes as contemplated in exchange Outstanding Notes in like principal amount. We will cancel all Outstanding Notes exchanged for New Notes in the exchange offer.

[Table of Contents](#)

THE EXCHANGE OFFER

General

When we issued the Outstanding Notes on October 1, 2013, we entered into an exchange and registration rights agreement among us, J.P. Morgan Securities LLC, Citigroup Global Markets Inc., and Deutsche Bank Securities Inc. as representatives of the initial purchasers (the Registration Rights Agreement). Under the Registration Rights Agreement, we agreed:

- to prepare and file the registration statement of which this prospectus forms a part, regarding the exchange of the New Notes with the Outstanding Notes under the Securities Act for the Outstanding Notes;
- to use our commercially reasonable efforts to cause the registration statement to be declared effective under the Securities Act;
- to use our commercially reasonable efforts to commence the exchange offer promptly, but no later than 10 business days after the registration statement is declared effective;
- to hold the exchange offer open for at least 20 business days; and
- to complete the exchange offer no later than 30 days after the commencement of the exchange offer.

For each Outstanding Note validly tendered pursuant to the exchange offer and not withdrawn by the holder thereof, the holder of such Outstanding Note will receive in exchange a New Note having a principal amount equal to that of the tendered Outstanding Note. Interest on each New Note will accrue from the date interest was paid on the Outstanding Notes in exchange therefor or, if no interest has been paid on the Outstanding Notes, from the date of the exchange offer.

Shelf Registration

Under the Registration Rights Agreement, we also agreed to use our commercially reasonable efforts to file and to have become effective a shelf registration statement relating to resales of the Outstanding Notes and to keep that shelf registration statement effective until the date that the Outstanding Notes cease to be outstanding (as defined in the Registration Rights Agreement), including when all Outstanding Notes covered by the shelf registration statement have been sold, in the event that:

- we determine that because of any changes in law, SEC rules or regulations or applicable interpretations thereof by the staff of the SEC, it is necessary to effect the exchange offer as contemplated by the Registration Rights Agreement; or
- if for any reason the registration statement is not declared effective by October 1, 2014 and the exchange offer has not been completed by such effective date, or
- in certain circumstances, if any initial purchaser of the Outstanding Notes so requests in connection with any offer or sale of the Outstanding Notes.

We will, in the event of such a shelf registration, provide to each participating holder of Outstanding Notes copies of a prospectus, not including the Outstanding Notes when the shelf registration statement has become effective and take certain other actions to permit resales of the Outstanding Notes that sells notes under the shelf registration statement generally will be required to make certain representations to us (as described in the prospectus). Any holder named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the provisions of the Securities Act in connection with those sales and will be bound by the provisions of the Registration Rights Agreement that are applicable to such sales.

(including certain indemnification obligations). Holders of Outstanding Notes will also be required to suspend their use of the prospectus in statement under specified circumstances upon receipt of notice from us. Under applicable interpretations of the staff of the SEC, our affiliates their Outstanding Notes for registered notes in the exchange offer.

[Table of Contents](#)

Additional Interest on Outstanding Notes

If a “registration default” (as defined in the Registration Rights Agreement) occurs, then additional interest shall accrue on the principal amount of the Outstanding Notes that are “registrable securities” at a rate of 0.25% per annum for the first 90 days of the registration default, and at a per annum rate of 0.50% thereafter until the registration default is cured. The additional interest will cease to accrue when the registration default is cured. A registration default occurs if (1) the registration statement or the shelf registration statement on or before the date on which such registration statement is required to be filed pursuant to the Registration Rights Agreement, or (2) such exchange registration statement or shelf registration statement has not become effective or been declared effective by the SEC within 30 business days after the effective time of the exchange registration statement relating to the exchange offer (if the exchange offer is the only exchange offer) or the exchange registration statement or shelf registration statement required by the Registration Rights Agreement is filed and declared or becomes effective and the exchange offer is withdrawn by us or shall become subject to an effective stop order issued pursuant to Section 8(d) of the Securities Act suspending the effectiveness of the registration statement (except as specifically permitted in the Registration Rights Agreement) without being succeeded immediately by an additional registration statement that becomes or otherwise becoming effective; or (5) we require holders to refrain from disposing of their registrable securities due to a suspension event (as defined in the Registration Rights Agreement) to the extent that such period exceeds 45 days in any one instance or 90 days in the aggregate during any consecutive 12-month period. Additional interest ceases to accrue on any registrable Outstanding Notes, when the exchange offer is completed or the shelf registration statement becomes effective. If the prospectus again becomes usable, as applicable, the Outstanding Notes cease to be “registrable securities.”

Any amounts of additional interest due will be payable in cash on the same original interest payment dates as interest on the Outstanding Notes. Payments of additional interest will be accepted for clearance through The Depository Trust Company, or DTC.

This summary of the provisions of the Registration Rights Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full provisions of the Registration Rights Agreement, copies of which are filed as exhibits to our Registration Statement on Form S-4, of which this prospectus is a part.

Terms of the Exchange Offer

This prospectus and the accompanying letter of transmittal together constitute the exchange offer. Upon the terms and subject to the conditions set forth in the letter of transmittal, we will accept for exchange Outstanding Notes that are properly tendered on or before the expiration date and are not subject to any legal proceeding. We have agreed to use all commercially reasonable efforts to keep the registration statement effective for at least 20 business days from the date of the exchange offer. The expiration date for this exchange offer is 5:00 p.m., New York City time, on May 5, 2014, or such later date and time to which we, in our sole discretion, may extend the offer.

The form and terms of the New Notes being issued in the exchange offer are the same as the form and terms of the Outstanding Notes, issued in the exchange offer:

- will have been registered under the Securities Act;
- will not bear the restrictive legends restricting their transfer under the Securities Act; and
- will not contain the registration rights and additional interest provisions contained in the Outstanding Notes.

Table of Contents

We expressly reserve the right, in our sole discretion:

- to extend the expiration date;
- to delay accepting any Outstanding Notes;
- to terminate the exchange offer and not accept any Outstanding Notes for exchange if any of the conditions set forth below under "Exchange Offer Procedures" have not been satisfied; and
- to amend the exchange offer in any manner.

We will give oral or written notice of any extension, delay, non-acceptance, termination or amendment as promptly as practicable by us or our agent, of an extension, no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During the period of an extension, previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any Outstanding Notes not accepted for exchange will be returned without cost to the holder that tendered them as promptly as practicable after the expiration or termination of the exchange offer.

Exchange Offer Procedures

When the holder of Outstanding Notes tenders and we accept Outstanding Notes for exchange, a binding agreement between us and the holder will be formed by the terms and conditions set forth in this prospectus and the accompanying letter of transmittal. Except as set forth below, a holder of Outstanding Notes tendered for exchange must, on or prior to the expiration date:

- transmit a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal to the National Association, the exchange agent, at the address set forth below under the heading "The Exchange Agent;" or
- if Outstanding Notes are tendered pursuant to the book-entry procedures set forth below, the tendering holder must transmit an agent's message to the exchange agent at the address set forth below under the heading "The Exchange Agent."

In addition, either:

- the exchange agent must receive the certificates for the Outstanding Notes and the letter of transmittal;
- the exchange agent must receive, prior to the expiration date, a timely confirmation of the book-entry transfer of the Outstanding Notes to the exchange agent's account at DTC, along with the letter of transmittal or an agent's message; or
- the holder must comply with the guaranteed delivery procedures described below.

The term "agent's message" means a message, transmitted by DTC to and received by the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the terms of the letter of transmittal and to enforce the letter of transmittal against such holder.

The method of delivery of the Outstanding Notes, the letters of transmittal and all other required documents is at the election and risk of the holder. If you are mailing, we recommend registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure that the letters of transmittal or Outstanding Notes should be sent directly to us.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the Outstanding Notes su

- by a holder of Outstanding Notes who has not completed the box entitled “Special Issuance Instructions” or “Special Delivery” on the letter of transmittal; or
- for the account of an eligible institution.

Table of Contents

An “eligible institution” is a firm which is a member of a registered national securities exchange or a member of the National Association of Commercial Banks, or a commercial bank or trust company having an office or correspondent in the United States.

If signatures on a letter of transmittal or notice of withdrawal are required to be guaranteed, the guarantor must be an eligible institution. If the signature is in the name of a person other than the signer of the letter of transmittal, the Outstanding Notes surrendered for exchange must be endorsed by, or the instrument or instruments of transfer or exchange, in satisfactory form as determined by us in our sole discretion, duly executed by the registrant and guaranteed by an eligible institution.

We will determine all questions as to the validity, form, eligibility, including time of receipt, and acceptance of Outstanding Notes tendered for exchange in our sole discretion. Our determination will be final and binding. We reserve the absolute right to:

- reject any and all tenders of any Outstanding Note improperly tendered;
- refuse to accept any Outstanding Note if, in our judgment or the judgment of our counsel, acceptance of the Outstanding Note would be detrimental to our interests;
- waive any defects or irregularities or conditions of the exchange offer as to any particular Outstanding Note either before or after the exchange offer, and the right to waive the ineligibility of any class of holder who seeks to tender Outstanding Notes in the exchange offer.

Our interpretation of the terms and conditions of the exchange offer as to any particular Outstanding Notes either before or after the exchange offer, the letter of transmittal and the instructions to it, will be final and binding on all parties. Holders must cure any defects and irregularities in connection with the exchange offer within such reasonable period of time as we will determine, unless we waive such defects or irregularities. Neither we, the exchange offer, nor any person acting on our behalf, has any duty to give notification of any defect or irregularity with respect to any tender of Outstanding Notes for exchange, nor will any such person be liable for failure to give such notification.

If a person or persons other than the registered holder or holders of the Outstanding Notes tendered for exchange signs the letter of transmittal, the Outstanding Notes must be endorsed or accompanied by appropriate powers of attorney, in either case signed exactly as the name or names of the registered holder or holders of the Outstanding Notes.

If trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity sign the letter of transmittal or any Outstanding Notes or any power of attorney, such persons should so indicate when signing, and you must submit proper evidence of such person's authority to so act unless we waive this requirement.

By tendering, each holder will represent to us that, among other things, the person acquiring New Notes in the exchange offer is obtaining the New Notes for his or her own personal use, for his or her own business, whether or not such person is the holder, and that neither the holder nor such other person has any arrangement or understanding with any person in connection with the distribution of the New Notes. If any holder or any such other person is an “affiliate,” as defined in Rule 405 under the Securities Act, of our company, or in or has an arrangement or understanding with any person to participate in a distribution of the New Notes, such holder or any such other person

- may not rely on the applicable interpretations of the staff of the SEC; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

[Table of Contents](#)

Each broker-dealer that receives New Notes for its own account in exchange for Outstanding Notes, where such Outstanding Notes were acquired as a result of market-making activities or other trading activities, must acknowledge that it may be a statutory underwriter and that it will deliver the New Notes for resale of such New Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed an “underwriter” within the meaning of the Securities Act.

Acceptance of Outstanding Notes for Exchange; Delivery of New Notes Issued in the Exchange Offer

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all Outstanding Notes tendered for exchange. We will issue New Notes registered under the Securities Act. For purposes of the exchange offer, we will be deemed to have accepted properly tendered Outstanding Notes for exchange when, as and if we have given oral or written notice to the exchange agent, with written confirmation of any oral notice to be given to the exchange agent, of our acceptance of such Outstanding Notes for Exchange Offer—Conditions to the Exchange Offer” for a discussion of the conditions that must be satisfied before we accept any Outstanding Notes for exchange.

For each Outstanding Note accepted for exchange, the holder will receive a New Note registered under the Securities Act having a principal amount or denomination of, that of the surrendered Outstanding Note. Accordingly, registered holders of New Notes on the relevant record date for the exchange offer will receive interest accruing from the issue date of the Outstanding Notes or, if interest has been paid on the Outstanding Notes, interest has been paid. Outstanding Notes that we accept for exchange will cease to accrue interest from and after the date of consummation of the exchange and registration rights agreement, we may be required to make additional payments in the form of additional interest to the holders of Outstanding Notes in circumstances relating to the timing of the exchange offer, as discussed above.

In all cases, we will issue New Notes in the exchange offer for Outstanding Notes that are accepted for exchange only after the exchange agent has received:

- certificates for such Outstanding Notes or a timely book-entry confirmation of such Outstanding Notes into the exchange agent’s account;
- a properly completed and duly executed letter of transmittal or an agent’s message; and
- all other required documents.

If for any reason set forth in the terms and conditions of the exchange offer we do not accept any tendered Outstanding Notes, or if a holder tenders a greater principal amount than the holder desires to exchange, we will return such unaccepted or non-exchanged Outstanding Notes without cost to the holder. Outstanding Notes tendered by book-entry transfer into the exchange agent’s account at DTC, such non-exchanged Outstanding Notes will be returned to the holder with DTC. We will return the Outstanding Notes or have them credited to DTC as promptly as practicable after the expiration or termination of the exchange offer.

Book-Entry Transfers

The exchange agent will make a request to establish an account at DTC for purposes of the exchange offer within two business days after the expiration date. Any financial institution that is a participant in DTC’s system must make book-entry delivery of Outstanding Notes denominated in dollars by causing the Outstanding Notes into the exchange agent’s account at DTC in accordance with DTC’s procedures for transfer. Such participant should transmit its acceptance of the exchange offer by the expiration date or comply with the guaranteed delivery procedures described below. DTC will verify such acceptance, execute a book-entry transfer of the Outstanding Notes into the exchange agent’s account at DTC and then send to the exchange agent confirmation of such book-entry transfer. The confirmation of such book-entry transfer will be deemed to be the delivery of the Outstanding Notes to the exchange agent.

[Table of Contents](#)

include an agent's message confirming that DTC has received an express acknowledgment from such participant that such participant has received a letter of transmittal and that we may enforce the letter of transmittal against such participant. Delivery of Outstanding Notes tendered in the exchange agent's book-entry transfer at DTC as applicable. However, the letter of transmittal or facsimile thereof or an agent's message, with any required signature and other required documents, must:

- be transmitted to and received by the exchange agent at the address set forth below under "The Exchange Agent" on or prior to the expiration date;
- comply with the guaranteed delivery procedures described below.

Guaranteed Delivery Procedures

If a holder of Outstanding Notes desires to tender such notes and the holder's Outstanding Notes are not immediately available, or time does not permit the holder to tender Outstanding Notes or other required documents to reach the exchange agent before the expiration date, or the procedure for book-entry transfer is not available, on a tender basis, a tender may be effected if:

- the holder tenders the Outstanding Notes through an eligible institution;
- prior to the expiration date, the exchange agent receives from such eligible institution a properly completed and duly executed letter of transmittal or agent's message, substantially in the form we have provided, by facsimile transmission, mail or hand delivery, setting forth the name and address of the holder, the name of the Outstanding Notes being tendered and the amount of the Outstanding Notes being tendered. The notice of guaranteed delivery will state that the holder guarantees that within three business days after the date of execution of the notice of guaranteed delivery, the certificates for all Outstanding Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, together with a properly completed and duly executed letter of transmittal or agent's message with any required signature guarantees and any other documents required by the letter of transmittal will be delivered to the exchange agent; and
- the exchange agent receives the certificates for all physically tendered Outstanding Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, together with a properly completed and duly executed letter of transmittal or agent's message with any required signature guarantees and any other documents required by the letter of transmittal, within three business trading days after the date of execution of the notice of guaranteed delivery.

Withdrawal Rights

You may withdraw tenders of your Outstanding Notes at any time prior to 5:00 p.m., New York City time, on the expiration date. For a book-entry transfer, you must send a written notice of withdrawal to the exchange agent at the address set forth below under "The Exchange Agent." Any such notice of withdrawal must:

- specify the name of the person having tendered the Outstanding Notes to be withdrawn;
- identify the Outstanding Notes to be withdrawn, including the principal amount of such Outstanding Notes; and
- where certificates for Outstanding Notes are transmitted, specify the name in which Outstanding Notes are registered, if different from the name of the holder.

If certificates for Outstanding Notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, you must also submit the serial numbers of the particular certificates to be withdrawn and signed notice of withdrawal with signatures guaranteed by the holder. If the holder is an eligible institution. If Outstanding Notes have been tendered pursuant to the procedure for book-entry transfer described above, a book-entry confirmation, as the case may be, together with a properly completed and duly executed letter of transmittal or agent's message with any required signature guarantees and any other documents required by the letter of transmittal, within three business trading days after the date of execution of the notice of guaranteed delivery.

[Table of Contents](#)

of the account at DTC to be credited with the withdrawn Outstanding Notes and otherwise comply with the procedures of such facility. We will ensure the validity, form and eligibility, including time of receipt, of such notices and our determination will be final and binding on all parties. Any tender not accepted will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any Outstanding Notes which have been tendered but not exchanged for any reason will be returned to the holder of those Outstanding Notes without cost to the holder. In the case of Outstanding Notes tendered to the exchange agent's account at DTC, the Outstanding Notes withdrawn will be credited to an account maintained with DTC for the Outstanding Notes. Such Outstanding Notes will be returned or credited to this account as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly tendered Outstanding Notes may be re-tendered by following one of the procedures described under "Exchange Offer Procedures" at any time on or prior to 5:00 p.m., New York City, New York.

Conditions to the Exchange Offer

We are not required to accept for exchange, or to issue New Notes in the exchange offer for, any Outstanding Notes. We may terminate the exchange offer at any time before the acceptance of Outstanding Notes for exchange if:

- the exchange offer would violate any applicable federal law, statute, rule or regulation or any applicable interpretation of the securities laws;
- any action or proceeding is instituted or threatened in any court or by or before any governmental agency challenging the exchange offer or the exchange offer is expected to prohibit or materially impair our ability to proceed with the exchange offer;
- any stop order is threatened or in effect with respect to either (1) the registration statement of which this prospectus forms a part or (2) the Trust Indentures governing the New Notes under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");
- any law, rule or regulation is enacted, adopted, proposed or interpreted that we believe might be expected to prohibit or materially impair the exchange offer or to materially impair the ability of holders generally to receive freely tradable New Notes in the exchange offer or to materially impair the consequences of failure to exchange Outstanding Notes;
- any change or a development involving a prospective change in our business, properties, assets, liabilities, financial condition or operations, taken as a whole, that is or may be adverse to us;
- any declaration of war, armed hostilities or other similar international calamity directly or indirectly involving the United States or any condition that existed at the time that we commence the exchange offer; or
- we become aware of facts that, in our reasonable judgment, have or may have adverse significance with respect to the value of the Outstanding Notes to be issued in the exchange offer.

The preceding conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any such conditions in whole or in part at any time and from time to time in our sole discretion. If we do so, the exchange offer will remain open for at least 30 days after the date of our waiver of the preceding conditions. Our failure at any time to exercise the foregoing rights will not be deemed a waiver of any such right and condition or an ongoing right which we may assert at any time and from time to time.

[Table of Contents](#)**The Exchange Agent**

Wells Fargo Bank, National Association, has been appointed as exchange agent for the exchange offer. You should direct questions and requests for additional copies of this prospectus or of the letter of transmittal and requests for the notice of guaranteed delivery or the notice of withdrawal as follows:

To: Wells Fargo Bank, National Association (as “Exchange Agent”)

Registered & Certified Mail:

Wells Fargo Bank, N.A.
Corporate Trust Operations
MAC N9303-121
P.O. Box 1517
Minneapolis, MN 55480

Regular Mail or Courier:

Wells Fargo Bank, N.A.
Corporate Trust Operations
MAC N9303-121
6th St & Marquette Avenue
Minneapolis, MN 55479

In
W
C
Northsta
60
M

By Facsimile Transmission (for Eligible Institutions Only):

(612) 667-6282

Confirm by Telephone:

(800) 344-5128

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

We will not make any payment to brokers, dealers or others soliciting acceptance of the exchange offer except for reimbursement of net expenses to be incurred by us in connection with the exchange offer, including:

- the SEC registration fee;
- fees and expenses of the exchange agent and the Trustee;
- accounting and legal fees;
- printing fees; and
- other related fees and expenses.

Transfer Taxes

Holder who tender their Outstanding Notes for exchange will not be obligated to pay any transfer taxes in connection with the exchange offer. If any transfer taxes are to be delivered to, or are to be issued in the name of, any person other than the holder of the Outstanding Notes tendered for any reason other than the exchange of Outstanding Notes in connection with the exchange offer, then the holder must pay any of these transfer taxes.

registered holder or on any other person. If satisfactory evidence of payment of, or exemption from, these taxes is not submitted with the letter, transfer taxes will be billed directly to the tendering holder.

Consequences of Failure to Exchange Outstanding Notes

Holders who desire to tender their Outstanding Notes in exchange for New Notes registered under the Securities Act should allow sufficient time for processing. Neither the exchange agent nor we are under any duty to give notification of defects or irregularities with respect to the tenders of Outstanding Notes.

[Table of Contents](#)

Outstanding Notes that are not tendered or are tendered but not accepted will, following the consummation of the exchange offer, continue to be governed by the applicable Indenture regarding the transfer and exchange of the Outstanding Notes and the existing restrictions on transfer set forth in the Indenture and the offering circular dated September 24, 2013, relating to the Outstanding Notes. Except in limited circumstances with respect to specific types of transactions, we will have no further obligation to provide for the registration under the Securities Act of such Outstanding Notes. In general, Outstanding Notes, as defined in the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will take any action to register the Outstanding Notes under the Securities Act or under any state securities laws.

Upon completion of the exchange offer, holders of the Outstanding Notes will not be entitled to any further registration rights under the Securities Act, except under limited circumstances.

Holders of the New Notes and any Outstanding Notes that remain outstanding after consummation of the exchange offer will vote together as a class in determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the applicable Indenture.

Consequences of Exchanging Outstanding Notes

Based on interpretations of the staff of the SEC, as set forth in no-action letters to third parties, we believe that the New Notes may be otherwise transferred by holders of those New Notes, other than by any holder that is an “affiliate” of ours within the meaning of Rule 405 under the Securities Act, may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act.

- the New Notes issued in the exchange offer are acquired in the ordinary course of the holder’s business; and
- the holder, other than a broker-dealer, has no arrangement or understanding with any person to participate in the distribution of the New Notes issued in the exchange offer.

However, the SEC has not considered this exchange offer in the context of a no-action letter and we cannot guarantee that the staff of the SEC will make a determination with respect to this exchange offer as in such other circumstances.

Each holder, other than a broker-dealer, must furnish a written representation, at our request, that:

- it is not an affiliate of ours;
- it is not engaged in, and does not intend to engage in, a distribution of the New Notes issued in the exchange offer and has no arrangement or understanding with any person to participate in a distribution of New Notes issued in the exchange offer;
- it is acquiring the New Notes issued in the exchange offer in the ordinary course of its business; and
- it is not acting on behalf of a person who could not make the three preceding representations.

Each broker-dealer that receives New Notes for its own account in exchange for Outstanding Notes must acknowledge that:

- such Outstanding Notes were acquired by such broker-dealer as a result of market-making or other trading activities; and
- it will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes and will provide a prospectus that contains information with respect to any selling holder required by the Securities Act in connection with any resale of the New Notes.

exchange offer.

[Table of Contents](#)

Furthermore, any broker-dealer that acquired any of its Outstanding Notes directly from us:

- may not rely on the applicable interpretation of the SEC staff's position contained in Exxon Capital Holdings Corp., SEC No-Action Letter (June 5, 1991) and Morgan, Stanley & Co., Incorporated, SEC No-Action Letter (June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (June 5, 1991)
- must also be named as a selling holder of the New Notes in connection with the registration and prospectus delivery requirements of any resale transaction.

In addition, to comply with state securities laws of certain jurisdictions, the New Notes issued in the exchange offer may not be offered in any state where they have not been registered or qualified for sale in such state or an exemption from registration or qualification is available and complied with by the holder. We have agreed in the Registration Rights Agreement that, prior to any public offering of transfer restricted notes, we will use all commercially reasonable efforts to register or qualify the transfer restricted notes for offer or sale under the securities laws of those states as any holder of the New Notes reasonably requests at the time this prospectus forms a part is declared effective. We are not required to (1) qualify as a foreign corporation or other entity or as a dealer in any state where we would not otherwise be required to so qualify or (2) consent to general service of process in any such jurisdiction or become subject to jurisdiction in any such jurisdiction.

[Table of Contents](#)

DESCRIPTION OF THE NEW NOTES

The New Notes will be issued under an indenture, dated July 5, 2012, among ADT, as issuer, and Wells Fargo Bank, National Association, as trustee, and fifth supplemental indenture, dated October 1, 2013, among ADT, as issuer, and Wells Fargo Bank, National Association, as trustee. We urge you to read the indenture, and fifth supplemental indenture because they, not the summaries below, define your rights. You may obtain a copy of the indenture and fifth supplemental indenture of New Notes as described under “Where You Can Find More Information.”

References to “ADT” in this description do not, unless the context otherwise indicates, include any of its subsidiaries. Capitalized terms shall have the respective meanings set forth in the indenture.

General

The New Notes will be unsecured and will rank equally with all of ADT’s other existing and future unsecured and unsubordinated debt. The aggregate principal amount of the New Notes that will mature on October 15, 2021, in exchange for a like principal amount of Outstanding Notes.

The New Notes will bear interest at a rate of 6.250% per year. The date from which interest will accrue on the New Notes will be from the most recent Interest Payment Date to which interest has been paid or provided for, payable semi-annually in arrears on April 15 and October 15 to holders of record at the close of business on April 1 and October 1 prior to each Interest Payment Date. The basis upon which interest shall be calculated is a year consisting of twelve 30-day months.

The New Notes will be issuable in whole in the registered form of one or more global securities, and the depository for such global securities is The Trust Company, New York, New York. The New Notes will be issuable in denominations of \$2,000 or any integral multiple of \$1,000 in excess of \$2,000.

Except as provided below, the New Notes shall not be subject to redemption, repurchase or repayment at the option of any holder thereof under any particular circumstances or otherwise. The New Notes will not have the benefit of any sinking fund. The New Notes are not convertible into any other securities of ADT.

Covenants

Under the indenture:

- ADT will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the New Notes;
- ADT will maintain an office or agency where notes may be presented or surrendered for payment; and
- ADT will furnish to the trustee on or before March 31 of each year a certificate executed by its principal executive, financial controller or other officer’s knowledge of ADT’s compliance with all covenants and agreements under the indenture required to be complied with.

The following additional covenants shall apply with respect to the New Notes so long as any of the New Notes remain outstanding (both as to the New Notes and in the indenture):

Reports by ADT

So long as any New Notes are outstanding, ADT shall file with the trustee, within 15 days of filing with the SEC copies of the annual documents and other reports (or copies of such portions of any of the forgoing as the SEC may from time to time by rules and regulations pre

[Table of Contents](#)

ADT files with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act. ADT shall be deemed to have complied with the previous information, documents and reports are filed with the SEC via EDGAR, or any successor electronic delivery procedure; provided, however, no obligation whatsoever to determine whether or not such information, documents or reports have been filed pursuant to the EDGAR system (other than reports, information and documents to the trustee is for informational purposes only and the trustee's receipt of such shall not constitute consent to the reports contained therein or determinable from information contained therein, including ADT's compliance with any of its covenants under the indenture to rely exclusively on officer's certificates).

Limitation on the Ability to Consolidate, Merge and Sell Assets

ADT will covenant that it will not merge or consolidate with any other person or sell or convey all or substantially all of its assets to any other person.

(1) ADT shall be the continuing entity, or the successor entity or the person which acquires by sale or conveyance substantially all the assets of ADT, (A) shall assume all of the obligations of ADT under the indenture, (B) is an entity treated as a "corporation" for U.S. tax purposes and obtains either a ruling from the U.S. Internal Revenue Service, in either case to the effect that such merger or consolidation, or such sale or conveyance, will not result in the New Notes for new debt instruments for U.S. federal income tax purposes; and (C) if such entity is not organized under the laws of the United States ("Foreign Successor"), then it shall expressly undertake the obligations described under "Payment of Additional Amounts", provided, however, that such obligations shall not be paid on account of any taxes imposed or withheld pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version thereof) or any current or future regulations promulgated thereunder or official interpretations thereof; and

(2) no Event of Default (as defined below) and no event that, after notice or lapse of time or both, would become an Event of Default if such merger or consolidation, or such sale or conveyance.

ADT shall deliver to the trustee prior to the consummation of the proposed transaction an officer's certificate to the forgoing effect and such proposed transaction and any such supplemental indenture comply with the indenture.

Limitations on Liens

ADT will not, and will not permit any Restricted Subsidiary (as defined below) to, issue, assume or guarantee any Indebtedness that is not secured by a lien that at the time of such issuance, assumption or guarantee constitutes a Principal Property (as defined below), or any shares of stock of or Indebtedness of any Restricted Subsidiary, whether now owned or hereafter acquired, without effectively providing that, for so long as such lien shall constitute a secured Indebtedness, the New Notes (together with, if ADT shall so determine, any other Indebtedness of ADT ranking equally with the New Notes for the purposes hereof, Indebtedness which is secured by a lien and Indebtedness which is not so secured shall not, solely by reason of such lien, be subordinated to such secured Indebtedness; provided, however, that such lien shall be equally and ratably secured by a lien ranking ratably with or equal to (or at ADT's option prior to) such secured Indebtedness; provided, however, that such covenant shall not apply to:

- liens existing on the date the New Notes are first issued;
- liens on the stock, assets or Indebtedness of a Person (as defined in the indenture) existing at the time such Person becomes a Restricted Subsidiary in contemplation of such Person becoming a Restricted Subsidiary;

Table of Contents

- liens on any assets or Indebtedness of a Person existing at the time such Person is merged with or into or consolidated with or a Restricted Subsidiary or at the time of a purchase, lease or other acquisition of the assets of a corporation or firm as an entirety or substantial part of a Restricted Subsidiary;
- liens on any Principal Property existing at the time of acquisition thereof by ADT or any Restricted Subsidiary, or liens to secure such Principal Property by ADT or any Restricted Subsidiary, or to secure any Indebtedness incurred, assumed or guaranteed by ADT or any Restricted Subsidiary for the purpose of financing all or any part of the purchase price of such Principal Property or improvements or construction thereon, assumed or guaranteed prior to, at the time of or within one year after such acquisition, or in the case of real property, completed construction or commencement of full operation of such property, whichever is later; provided, however, that in the case of any improvement, the lien shall not apply to any Principal Property theretofore owned by ADT or a Restricted Subsidiary, other than that constructed or improved, and accessions thereto and improvements and replacements thereof and the proceeds of the foregoing;
- liens securing Indebtedness owing by any Restricted Subsidiary to ADT or a subsidiary thereof;
- liens in favor of the United States or any State thereof, or any department, agency or instrumentality or political subdivision of the United States or in favor of any other country or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to a government regulation or to secure any Indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price or cost of construction or improvement, of the Principal Property subject to such liens, including liens incurred in connection with such construction or improvement or similar financings;
- pledges, liens or deposits under workers' compensation or similar legislation, and liens thereunder that are not currently discharged by ADT or any Restricted Subsidiary, tenders, contracts, other than for the payment of money, or leases to which ADT or any Restricted Subsidiary is a party, or to secure the obligations of ADT or any Restricted Subsidiary, or in connection with obtaining or maintaining self-insurance, or to obtain the benefits of an arrangement pertaining to unemployment insurance, old age pensions, social security or similar matters, or to secure surety, performance bonds, or other matters, which ADT or any Restricted Subsidiary is a party, or in litigation or other proceedings in connection with the matters heretofore mentioned, or interpleader proceedings, and other similar pledges, liens or deposits made or incurred in the ordinary course of business;
- liens created by or resulting from any litigation or other proceeding that is being contested in good faith by appropriate proceedings, or judgments or awards against ADT or any Restricted Subsidiary with respect to which ADT or such Restricted Subsidiary in good faith is appealing or has proceedings for review or for which the time to make an appeal has not yet expired; or final unappealable judgment liens which are not yet due as of the date of
- judgment; or liens incurred by ADT or any Restricted Subsidiary for the purpose of obtaining a stay or
- discharge in the course of any litigation or other proceeding to which ADT or such Restricted Subsidiary is a party;
- liens for taxes or assessments or governmental charges or levies not yet due or delinquent; or that can thereafter be paid without objection in good faith by appropriate proceedings; landlord's liens on property held under lease; and any other liens or charges incidental to the ownership of any Restricted Subsidiary, or the ownership of their respective assets, that were not incurred in connection with the borrowing of money or advances or credit and that, in the opinion of the Board of Directors of ADT, do not materially impair the use of such assets in connection with such Restricted Subsidiary or the value of such Principal Property for the purposes of such business;

Table of Contents

- liens to secure ADT's or any Restricted Subsidiary's obligations under agreements with respect to spot, forward, future and ordinary course of business;
- liens not permitted by the foregoing clauses, inclusive, if at the time of, and after giving effect to, the creation or assumption of all outstanding Indebtedness of ADT and its Restricted Subsidiaries, without duplication, secured by all such liens not so permitted, inclusive, together with the Attributable Debt in respect of Sale and Lease-Back Transactions permitted by the first bullet under "Transactions" below do not exceed the greater of \$100,000,000 and 10% of Consolidated Net Worth (as defined below); and
- any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part, of any lien so secured, inclusive; provided, however, that the principal amount of Indebtedness secured thereby unless otherwise excepted under the first bullet, plus the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement, to all or a part of the assets, or any replacements therefor, that secured the lien so extended, renewed or replaced, plus improvements and other property.

Limitation on Sale and Lease-Back Transactions

ADT will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction unless:

- ADT or such Restricted Subsidiary, at the time of entering into a Sale and Lease-Back Transaction, would be entitled to incur an amount of Indebtedness equal to the fair value of the Principal Property to be leased in an amount at least equal to the Attributable Debt in respect of such Sale and Lease-Back Transaction, plus the amount of Indebtedness so secured, plus the amount of Indebtedness so secured pursuant to the subsection "Limitations on Liens" above; or
- the direct or indirect proceeds of the sale of the Principal Property to be leased are at least equal to the fair value of such Principal Property, plus the amount of Indebtedness so secured, plus the amount of Indebtedness so secured pursuant to the subsection "Limitations on Liens" above, and an amount equal to the net proceeds from the sale of the property or assets so leased is applied to the purchase or acquisition, or, in the case of real property, commencement of construction, or to the retirement (other than at maturity or pursuant to a mandatory sinking fund or mandatory redemption provision) of the New Notes of ADT or a consolidated Subsidiary ranking on a parity with or senior to the New Notes; provided that there shall be credited to the New Notes required to be applied pursuant to this provision an amount equal to the sum of (i) the principal amount of the New Notes delivered to the trustee on the date of such Sale and Lease-Back Transaction to the trustee for retirement and cancellation and (ii) the principal amount of other Indebtedness retired by ADT within such 180-day period, excluding retirements of the New Notes and other Funded Indebtedness as a result of mandatory sinking fund or mandatory prepayment provisions.

Events of Default

An "Event of Default" with respect to the New Notes will mean any one or more of the following events that has occurred and is continuing:

- default in the payment of any installment of interest upon any of the New Notes as and when the same shall become due and payable for a period of 30 days;
- default in the payment of all or any part of the principal of or premium, if any, on any of the New Notes as and when the same shall become due at maturity, upon redemption, by declaration or otherwise;

Table of Contents

- default in the performance, or breach, of any covenant or agreement of ADT in respect of the New Notes (other than a default or breach elsewhere), and continuance of such default or breach for a period of 90 days after the date on which there has been given, by the trustee or to ADT and the trustee by the holders of at least 25% in principal amount of the outstanding New Notes, a written notice of breach and requiring it to be remedied and stating that the notice is a “Notice of Default” under the indenture;
- a court having jurisdiction in the premises shall enter a decree or order for relief in respect of ADT in an involuntary case under insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee or successor in interest or for any substantial part of its property or ordering the winding up or liquidation of its affairs, and such decree or order shall remain in effect for a period of 90 consecutive days;
- ADT shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, liquidator, sequestrator or similar official of ADT or, for any substantial part of its property, or make any general assignment for the benefit of its creditors;
- any other Event of Default provided in the supplemental indenture or resolution of the board of directors under which the New Note.

If an Event of Default shall have occurred and be continuing in respect of the New Notes, in each and every case, unless the principal amount of the New Notes already become due and payable, either the trustee or the holders of not less than 25% in aggregate principal amount of the New Notes then outstanding shall give notice to ADT and, if given by such holders, to the trustee may declare the unpaid principal of all the New Notes to be due and payable immediately.

The holders of a majority in aggregate principal amount of the New Notes, by written notice to ADT and the trustee may waive any event of default or any of the covenants contained in the indenture or established with respect to the New Notes and its consequences, except a default in the payment of principal, interest, or interest on, any of the New Notes as and when the same shall become due by the terms of such New Notes. Upon any such waiver, the Event of Default arising therefrom shall be deemed to be cured for all purposes of the indenture.

The holders of a majority in aggregate principal amount of the outstanding New Notes shall have the right to direct the time, method and place of payment for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the New Notes; provided, however, that such direction is not in conflict with any rule of law or with the indenture or be unduly prejudicial to the rights of holders of securities of any other outstanding securities of ADT. In the absence of such direction, the trustee shall have the right to decline to follow any such direction if the trustee in good faith, by a responsible officer or agent, shall determine that the proceeding so directed would involve the trustee in personal liability.

No holder of New Notes shall have any right to institute any suit, action or proceeding in equity or at law under the indenture or to apply for any other remedies under the indenture unless:

- such holder previously shall have given to the trustee written notice of an Event of Default and the continuance thereof specifying the nature of the Event of Default;
- the holders of not less than 25% in aggregate principal amount of the New Notes then outstanding shall have made written request for such action, suit or proceeding in its own name as trustee;

Table of Contents

- such holder or holders shall have offered to the trustee such indemnity and security reasonably satisfactory to it as it may require to satisfy its liabilities to be incurred therein or thereby;
- the trustee, for 60 days after its receipt of such written notice, request and offer of indemnity and security reasonably satisfactory to it, to institute any such action, suit or proceeding; and
- during such 60 day period, the holders of a majority in principal amount of the New Notes do not give the trustee a direction in writing to institute any such action, suit or proceeding.

The right of any holder to receive payment of principal of, and premium, if any, and interest on such security or to institute suit for the recovery of the principal of, and premium, if any, and interest on such security shall not be impaired or affected without the consent of such holder.

The following additional event shall be established and shall constitute an “Event of Default” under the indenture with respect to the New Notes remain outstanding:

- an event of default shall happen and be continuing with respect to ADT’s Indebtedness for borrowed money (other than Non-Recourse Indebtedness) under any indenture or other instrument evidencing or under which ADT shall have a principal amount outstanding (such amount with respect to zero coupon notes, bonds or debentures or similar securities based on the accreted amount determined in accordance with U.S. GAAP accounting principles and as of the date of the most recently prepared consolidated balance sheet of ADT) in excess of \$100,000,000, which involves the failure to pay the principal of such Indebtedness on the final maturity date thereof after the expiration of any applicable grace period or such Indebtedness shall have been accelerated so that the same shall have become due and payable prior to the date on which the same become due and payable, and such acceleration shall not be rescinded or annulled within ten business days after notice thereof to ADT or by the holders of at least 25% in aggregate principal amount of outstanding New Notes to the trustee and ADT.

However, this additional Event of Default is subject to the following:

- if such event of default under such indenture or instrument shall be remedied or cured by ADT or waived by the requisite holders of such Indebtedness, any event of default under the indenture by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived by either the trustee or any of the holders; and
- subject to certain duties, responsibilities and rights of the trustee under the indenture, the trustee shall not be charged with knowledge of any such event of default unless written notice thereof shall have been given to the trustee by ADT by the holder or an agent of the holder of any such Indebtedness under any indenture or other instrument under which such default shall have occurred, or by the holders of not less than 25% in aggregate principal amount of outstanding New Notes.

Modification of the Indenture

The trustee and ADT may from time to time and at any time enter into an indenture or indentures supplemental to the indenture without the consent of the holders of the New Notes for one or more of the following purposes:

- to cure any ambiguity, defect or inconsistency in the indenture or debt securities of any series, including making any such change necessary to comply with the Trust Indenture Act;

Table of Contents

- to add an additional obligor on the debt securities or to add a guarantor of any outstanding series of debt securities or to evidence ADT, or successive successions, and the assumption by the successor person of the covenants, agreements and obligations of the indenture concerning consolidation, merger, the sale of assets or successor entities;
- to provide for uncertificated debt securities in addition to or in place of certificated debt securities;
- to add to the covenants of ADT for the benefit of the holders of any outstanding series of debt securities or to surrender any of the indenture;
- to add any additional Events of Default for the benefit of the holders of any outstanding series of debt securities;
- to change or eliminate any of the provisions of the indenture, provided that any such change or elimination shall not become effective until the debt security of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provisions;
- to secure the debt securities of any series;
- to make any other change that does not adversely affect the rights of any holder of outstanding debt securities in any material respect;
- to provide for the issuance of and establish the form and terms and conditions of a series of debt securities, to provide which, to apply to such series, to provide which of the Events of Default shall apply to such series, to name one or more guarantors and to provide for the terms and conditions upon which any guarantees by a guarantor of such series may be released, and to provide for the rights of the holders of such series of debt securities;
- to issue additional debt securities of any series; provided that such additional debt securities have the same terms as, and are covered by the same applicable series of debt securities to the extent required under the indenture; or
- to evidence and provide for the acceptance of appointment by a successor trustee with respect to the debt securities of one or more series of the provisions of the indenture as shall be necessary to provide for or facilitate the administration of the trust by more than one trustee.

In addition, under the indenture, with the written consent of the holders of not less than a majority in aggregate principal amount of the time outstanding that is affected, ADT when authorized by board resolutions, and the trustee, from time to time and at any time may enter into supplemental indentures to supplement the indenture. However, the following changes may only be made with the consent of each holder of outstanding debt securities affected:

- extend a fixed maturity of or any installment of principal of any debt securities of any series or reduce the principal amount of any original issue discount security that would be due and payable upon declaration of acceleration of the maturity thereof;
- reduce the rate of or extend the time for payment of interest on any debt security of any series;
- reduce the premium payable upon the redemption of any debt security;
- make any debt security payable in currency other than that stated in the debt security;
- impair the right to institute suit for the enforcement of any payment on or after the fixed maturity thereof or, in the case of redemption, the right to receive the principal amount of any debt security;
- modify the subordination provisions applicable to any debt security or the related guarantee in a manner adverse in any material respect to the holders of such debt securities or the related guarantee;
- reduce the percentage of debt securities, the holders of which are required to consent to any such supplemental indenture or indenture.

[Table of Contents](#)

A supplemental indenture that changes or eliminates any covenant, Event of Default or other provision of the indenture that has been e of one or more particular series of securities, if any, or which modifies the rights of the holders of securities of such series with respect to su provision, shall be deemed not to affect the rights under the indenture of the holders of securities of any other series.

It will not be necessary for the consent of the holders to approve the particular form of any proposed supplement, amendment or waiv consent approves the substance of it.

Information Concerning the Trustee

In case an Event of Default with respect to the securities of a series has occurred (that has not been cured or waived), the trustee shall that series such of the rights and powers vested in it by the indenture, and use the same degree of care and skill in their exercise, as a prudent the circumstances in the conduct of his or her own affairs. None of the provisions contained in the indenture shall require the trustee to expend incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable repayment of such funds or liability is not assured to it under the terms of the indenture or indemnity and security reasonably satisfactory to it

The trustee may resign with respect to one or more series of debt securities by giving a written notice to ADT and to the holders of th of a majority in principal amount of the outstanding debt securities of a particular series may remove the trustee by notifying ADT and the tru

- the trustee has or acquires a “conflicting interest,” within the meaning of Section 310(b) of the Trust Indenture Act, and fails to Section 310(b) of the Trust Indenture Act;
- the trustee fails to comply with the eligibility requirements provided in the indenture and fails to resign after written request th in accordance with the indenture; or
- the trustee becomes incapable of acting, or is adjudged to be bankrupt or insolvent, or commences a voluntary bankruptcy proc of its property is appointed or consented to, or any public officer takes charge or control of the trustee or of its property or affa conservation or liquidation.

If the trustee resigns or is removed or if the office of the trustee is otherwise vacant, ADT will appoint a successor trustee in accordan indenture.

A resignation or removal of the trustee and appointment of a successor trustee shall become effective only upon the successor trustee’ provided in the indenture.

Payment and Paying Agents

The interest installment on any security that is payable, and is punctually paid or duly provided for, on the fixed date on which an insta securities of that series is due and payable, shall be paid to the person in whose name such security (or one or more predecessor securities) i the regular record date for such interest installment.

ADT, upon written notice to the trustee, may appoint one or more paying agents, other than the trustee, for the New Notes. The New N at the office of the paying agents designated by ADT. If ADT does not designate such an office, the corporate trust office of the trustee will se ADT or any of its subsidiaries may act as paying agent upon written notice to the trustee.

[Table of Contents](#)

All funds paid by ADT to a paying agent or the trustee for the payment of the principal of, premium, if any, or interest on the New Notes at least one year after such principal, premium, if any, or interest has become due and payable will be repaid to ADT and the holder of the New Notes by ADT for payment thereof.

Governing Law

The indenture and any debt securities issued thereunder shall be deemed to be a contract made under the internal laws of the State of New York and shall be construed in accordance with the laws of the State of New York without regard to conflicts of laws principles that would require the application of the laws of another jurisdiction.

Defeasance and Discharge of Obligations

ADT's obligations with respect to the New Notes will be discharged upon compliance with the conditions under the caption "Covenants" of the New Notes that have not been previously delivered to the trustee for cancellation or that have not become due and payable as described below. ADT by depositing irrevocably with the trustee, in trust, funds or governmental obligations, or a combination thereof, sufficient, in the opinion of independent public accountants, to pay at maturity or upon redemption all such outstanding New Notes, such deposit to include:

- principal;
- premium, if any;
- interest due or to become due to such date of maturity or date fixed for redemption, as the case may be; and
- all other payments due under the terms of the indenture with respect to the New Notes.

Notwithstanding the above, ADT may not be discharged from the following obligations, which will survive until such date of maturity of the New Notes:

- to make any interest or principal payments that may be required;
- to register the transfer or exchange of the New Notes;
- to execute and authenticate the notes;
- to replace stolen, lost or mutilated notes;
- to maintain an office or agency;
- to maintain paying agencies; and
- to appoint new trustees as required.

ADT also may not be discharged from the following obligations which will survive the satisfaction and discharge of the New Notes:

- to compensate and reimburse the trustee in accordance with the terms of the indenture;
- to receive unclaimed payments held by the trustee for at least one year after the date upon which the principal, if any, or interest on the New Notes becomes due and payable.

- respectively come due and payable and remit those payments to the holders if required;
- to withhold or deduct taxes as provided in the indenture.

[Table of Contents](#)

Covenant Defeasance

Upon compliance with specified conditions, ADT will not be required to comply with some covenants contained in the indenture and omission to comply with the obligations will not constitute a default or Event of Default relating to the New Notes, or, if applicable, ADT's New Notes will be discharged. These conditions are:

- ADT irrevocably deposits in trust with the trustee or, at the option of the trustee, with a trustee satisfactory to the trustee and A trust agreement in form and substance satisfactory to the trustee, funds or governmental obligations or a combination thereof su recognized firm of independent public accountants, to pay principal of, premium, if any, and interest on the outstanding New N case may be, and to pay all other amounts payable by it hereunder, provided that (A) the trustee of the irrevocable trust shall h such funds or the proceeds of such governmental obligations to the trustee and (B) the trustee shall have been irrevocably instr proceeds of such governmental obligations to the payment of principal, premium, if any, and interest with respect to the New N
- ADT delivers to the trustee an officer's certificate stating that all conditions precedent specified herein relating to defeasance may be, have been complied with, and an opinion of counsel to the same effect;
- no Event of Default shall have occurred and be continuing, and no event which with notice or lapse of time or both would bec have occurred and be continuing, on the date of such deposit;
- ADT shall have delivered to the trustee an opinion of counsel or a ruling received from the Internal Revenue Service to the eff income, gain or loss for federal income tax purposes as a result of ADT's exercise of such defeasance or covenant defeasance income tax in the same amount and in the same manner and at the same times as would have been the case if such election had
- such defeasance or covenant defeasance shall not (i) cause the trustee to have a conflicting interest for purposes of the Trust In or (ii) result in the trust arising from such deposit to constitute, unless it is registered as such, a regulated investment company 1940; and
- such defeasance or covenant defeasance shall be effected in compliance with any additional or substitute terms, conditions or ADT pursuant to the indenture.

Additional Notes

We may, without the consent of the then existing holders of the New Notes, "re-open" the series and issue additional notes, which add as the New Notes offered hereby except for the issue price, issue date and under some circumstances, the first interest payment date. Addition form a single series with the New Notes offered hereby.

Optional Redemption

The New Notes will be subject to redemption at ADT's option on any date prior to the maturity date, in whole or from time to time in that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof). The New Notes will be redeemed greater of (i) 100% of the principal amount of the New Notes to be redeemed and (ii) as determined by the Quotation Agent and delivered to present values of the remaining scheduled payments of principal and interest thereon due on any date after the date of redemption (excluding

Table of Contents

accrued and unpaid to and including the date of redemption) discounted from their scheduled date of payment to the date of redemption (assumed to be twelve 30-day months) at the Adjusted Redemption Treasury Rate plus 50 basis points plus accrued and unpaid interest, if any, thereon to the date of redemption.

Optional Redemption Definitions

“Adjusted Redemption Treasury Rate,” with respect to any date of redemption, means the rate equal to the semiannual equivalent yield (based on a 30/360 day count basis) yield to maturity of the Comparable Redemption Treasury Issue, assuming a price for the Comparable Redemption Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Redemption Treasury Price for such date of redemption.

“Comparable Redemption Treasury Issue” means the United States Treasury security selected by the Quotation Agent as being the most comparable Treasury note or bond as displayed by Bloomberg LP (or any successor service) on screens PXI through PX8 (or any other screens as may be determined by the Quotation Agent) that has a remaining term comparable to the remaining term of the New Notes to be redeemed.

“Comparable Redemption Treasury Price,” with respect to any date of redemption, means (i) the average of the Redemption Reference Treasury Dealer Quotations for such date of redemption, after excluding the highest and lowest such Redemption Reference Treasury Dealer Quotations (unless there is more than one such highest and/or lowest quotation which case only one such highest and/or lowest quotation shall be excluded), or (ii) if the Quotation Agent obtains fewer than four such Redemption Reference Treasury Dealer Quotations, the average of all such Redemption Reference Treasury Dealer Quotations.

“Quotation Agent” means a Redemption Reference Treasury Dealer appointed as such agent by ADT.

“Redemption Reference Treasury Dealer” means four primary U.S. government securities dealers in the United States selected by ADT.

“Redemption Reference Treasury Dealer Quotations,” with respect to each Redemption Reference Treasury Dealer and any date of redemption, means the bid and offer prices determined by the Quotation Agent, of the bid and offer prices at 11:00 a.m., New York City time, for the Comparable Redemption Treasury Issue (expressed as a percentage of its principal amount) for settlement on the date of redemption quoted in writing to the Quotation Agent by such Redemption Reference Treasury Dealer on the Business Day preceding such date of redemption.

Redemption Upon Changes in Withholding Taxes

If ADT merges or consolidates with, or sells or conveys substantially all of its assets to, a Foreign Successor (as permitted under paragraph 1.01—Limitation on the Ability to Consolidate, Merge and Sell Assets” above), then such Foreign Successor may redeem all, but not less than all, of the New Notes, subject to the following conditions:

- If under the laws or regulations of the jurisdiction of organization of any Foreign Successor (a “Taxing Jurisdiction”), or pursuant to the interpretation of such laws, including any action taken by a taxing authority or a holding by a court of competent jurisdiction, such holding is with respect to such Foreign Successor;
- Such Foreign Successor becomes, or there is a material probability that such Foreign Successor will become, obligated to pay Additional Amounts below in “Payment of Additional Amounts”, on the next payment date with respect to the New Notes;
- The obligation to pay Additional Amounts cannot be avoided through such Foreign Successor’s commercially reasonable means.

Table of Contents

- The Foreign Successor delivers to the trustee:
 - a certificate of such Foreign Successor stating that the obligation to pay Additional Amounts cannot be avoided by such Foreign Successor by taking any commercially reasonable measures available to it; and
 - a written opinion of independent legal counsel to such Foreign Successor of recognized standing to the effect that such Foreign Successor has no material probability that it will become obligated, to pay Additional Amounts as a result of a change, amendment, or modification of the terms described above and that such Foreign Successor cannot avoid the payment of such Additional Amounts by taking any commercially reasonable measures available to it; and
- Following the delivery of the certificate and opinion described in the previous bullet point, the Foreign Successor provides notice of redemption, not more than 90 days, but not more than 90 days, prior to the date of redemption. The notice of redemption cannot be given more than 90 days before the date of redemption. If the Foreign Successor would be otherwise required to pay Additional Amounts, and the obligation to pay Additional Amounts must be satisfied, the Foreign Successor will give notice of redemption.

Upon the occurrence of each of the bullet points above, the Foreign Successor may redeem the New Notes at a redemption price equal to the principal amount thereof, together with accrued and unpaid interest, if any, to the redemption date.

Notice of Redemption

Notice of any redemption will be mailed at least 30 days but not more than 90 days before the redemption date to the trustee and each holder of the New Notes. If ADT elects to redeem a portion but not all of the New Notes, the trustee will select the New Notes to be redeemed in accordance with a method of selection, the rules and procedures of DTC, in such manner as complies with applicable legal and stock exchange requirements, if any.

Interest on such New Notes or portions of New Notes will cease to accrue on and after the date fixed for redemption, unless ADT defers redemption, in which case the redemption price and accrued interest with respect to any New Note or portion thereof.

If any date of redemption is not a business day, then payment of principal and interest may be made on the next succeeding business day. Payment will be made on the nominal date of redemption and no interest will accrue for the period after such nominal date.

Payment of Additional Amounts

The obligations described in this section “Payment of Additional Amounts” will only apply if ADT merges or consolidates with, or sells all or substantially all of its assets to, a Foreign Successor (as permitted under paragraph (1) in “—Covenants—Limitation on the Ability to Consolidate, Merge and Sell Assets”).

Unless otherwise required by law, a Foreign Successor will not deduct or withhold from payments made by such Foreign Successor to holders of the New Notes on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied in any jurisdiction (“Taxes”). In the event that a Foreign Successor is required to withhold or deduct any amount for or on account of any Taxes from payments made to holders of the New Notes, such Foreign Successor will pay such additional amounts (“Additional Amounts”) so that the net amount received by such holder (including Additional Amounts) after such withholding or deduction will equal the amount that such holder would have received if such Taxes had not been withheld or deducted.

Table of Contents

Additional Amounts will not be payable with respect to a payment made to a holder of New Notes or a holder of beneficial interests in such New Notes if such holder is subject to taxation on such payment by a relevant Taxing Jurisdiction for any reason other than such holder's mere ownership of the New Notes.

- any Taxes that are imposed or withheld solely because such holder or a fiduciary, settlor, beneficiary, or member of such holder is or was present or engaged in, or is or was treated as present or engaged in, a trade or business in the Taxing Jurisdiction or in the Taxing Jurisdiction;
- has or had any present or former connection (other than the mere fact of ownership of such New Notes) with the Taxing Jurisdiction, including being or having been a citizen or resident thereof or being treated as being or having been a resident thereof;
- with respect to any withholding taxes imposed by the United States, is or was with respect to the United States a personal holder, an investment company, a controlled foreign corporation, a foreign tax exempt organization or corporation that has accumulated earnings and profits subject to income tax; or
- owns or owned 10% or more of the total combined voting power of all classes of stock of the Foreign Successor;
- any estate, inheritance, gift, sales, transfer, excise or personal property Taxes imposed with respect to the New Notes, except as provided in this prospectus; or
- any Taxes imposed solely as a result of the presentation of such notes, where presentation is required, for payment on a date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except as provided in this prospectus; or
- any Taxes imposed solely as a result of the failure of such holder or any other person to comply with applicable certification, reporting requirements concerning the nationality, residence, identity or connection with the Taxing Jurisdiction of such holder, or any statute or regulation of the relevant Taxing Jurisdiction as a precondition to relief or exemption from such Taxes;
- with respect to withholding Taxes imposed by the United States, any such Taxes imposed by reason of the failure of such holder to comply with sections 871(h) or 881(c) of the Code;
- any Taxes that are payable by any method other than withholding or deduction by the Foreign Successor or any paying agent from any payment made to New Notes;
- any Taxes required to be withheld by any paying agent from any payment in respect of any New Notes if such payment can be made without the withholding of at least one other paying agent; or
- any combination of the above conditions.

Additional Amounts will not be payable to or for the account of any holder or holder of a beneficial interest in such New Notes if such holder or holder of a beneficial interest in such notes fails to make a valid declaration or claim for exemption or to provide a certificate declaring its non-residence, and if (x) the making of such declaration or claim or the provision of such certificate is required by statute, treaty, regulation, ruling or administrative practice of the relevant Taxing Authority as a precondition to an exemption from or reduction of such Taxes, and (y) at least 90 days prior to the first payment date with respect to which the Foreign Successor shall apply this paragraph, the Foreign Successor has received in writing that they shall be required to provide such declaration or claim.

Table of Contents

Additional Amounts also will not be payable to any holder or the holder of a beneficial interest in a global New Note that is a fiduciary company or other fiscally transparent entity, or to such holder that is not the sole holder of such New Note or holder of such beneficial interest. The exception, however, will apply only to the extent that a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of a company or other fiscally transparent entity, would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor or member directly its beneficial or distributive share of the payment.

In addition, no Additional Amounts will be paid on account of any taxes imposed or withheld pursuant to Sections 1471 through 1474 (or any successor version that is substantively comparable) and any current or future regulations promulgated thereunder or official interpretations thereof.

At least 30 days prior to each date on which any payment under or with respect to the New Notes is due and payable, if a Foreign Successor is to pay Additional Amounts with respect to such payment, the Foreign Successor will deliver to the trustee an officer's certificate stating the fact that such payment is payable, the amounts so payable and such other information as is necessary to enable the trustee to pay such Additional Amounts to holders of the New Notes.

The foregoing provisions shall survive any termination or the discharge of the indenture and shall apply to any jurisdiction in which the Foreign Successor is organized (whether or not the Foreign Successor is organized under the laws of the United States or any state of the United States) is organized for such purposes or any political subdivisions or taxing authority or agency thereof or therein.

Whenever in this "Description of the New Notes" there is mentioned, in any context, the payment of principal, premium, if any, redemption amount payable under or with respect to the New Notes, such mention includes the payment of Additional Amounts to the extent payable in the New Notes.

Change of Control

If a Change of Control Triggering Event (as defined below) occurs, unless ADT has exercised its option to redeem the New Notes, it shall make a "Change of Control Offer" to each holder of the New Notes to repurchase, at the holder's election, all or any part (equal to \$1,000 or an integral multiple thereof) of that holder's New Notes on the terms set forth in the supplemental indenture. In a Change of Control Offer, ADT shall be required to repurchase 101% of the aggregate principal amount of New Notes repurchased, plus accrued and unpaid interest, if any, on the New Notes repurchased (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event or, at ADT's option, prior to any Change of Control, but in no event later than 60 days following the date of the transaction that constitutes or may constitute the Change of Control, a notice shall be mailed to the trustee and to the holders of the New Notes of the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such notes on the date specified in the notice, earlier than 30 days and no later than 60 days from the date such notice is mailed (a "Change of Control Payment Date"). The notice shall, if consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on the Change of Control Payment Date.

Any exercise by a holder of its election to accept the Change of Control Offer shall be irrevocable. The Change of Control Offer may be for less than the principal amount of a note, but in that event the principal amount of such note remaining outstanding after repurchase must be equal to \$2,000 or more in excess thereof.

ADT shall not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party, in any manner, at the times and otherwise in compliance with the requirements for an offer made by it and the third party purchases all notes properly

[Table of Contents](#)

withdrawn under its offer. In addition, ADT shall not repurchase any New Notes if there has occurred and is continuing on the Change of Control under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Notwithstanding the foregoing, ADT will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws to the extent those laws and regulations are applicable in connection with the repurchase of the New Notes.

For purposes of the Change of Control Offer provisions of the New Notes, the following terms are applicable:

“Change of Control” means the occurrence on or after the date of the supplemental indenture of any of the following: (1) the direct or indirect conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantial part of the assets of ADT or any of its subsidiaries, taken as a whole, to any person, other than ADT or a direct or indirect wholly-owned subsidiary of ADT (excluding the internal affairs of ADT and its subsidiaries connected to the Separation); (2) the consummation of any transaction (including any merger or consolidation) the result of which is that any person (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of ADT’s outstanding Voting Stock or more than 50% of the Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (3) ADT consolidates with, or merges with or into, ADT, in any such event pursuant to a transaction in which any of ADT’s outstanding Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of such other person immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or company of the surviving person immediately after giving effect to such transaction; (4) the first day on which a majority of the members of ADT’s Board of Continuing Directors; or (5) the adoption of a plan relating to ADT’s liquidation or dissolution. Notwithstanding the foregoing, a transaction shall not constitute a Change of Control under clause (1), (2) or (5) above if (i) ADT becomes a direct or indirect wholly-owned subsidiary of a holding company or other successor to ADT under the indenture pursuant to a transaction that is permitted under the indenture and (ii) the direct or indirect holders of the Voting Stock of the company immediately following that transaction (or a series of related transactions) are substantially the same (and hold in the same proportion) as the Voting Stock immediately prior to that transaction. The term “person,” as used in this definition, means any Person and any two or more Persons as defined in the Exchange Act.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Rating Event.

“Continuing Director” means, as of any date of determination, any member of ADT’s Board of Directors who (1) was a member of such Board of Directors at the time of the issuance of the Outstanding Notes or (2) was nominated for election, elected or appointed to such Board of Directors pursuant to a proposal or resolution of the Board of Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or otherwise) or a statement in which such member was named as a nominee for election as a director, without objection to such nomination).

“Fitch” means Fitch Inc., and its successors.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s, or A- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by ADT.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

Table of Contents

“Rating Agencies” means (1) each of Fitch, Moody’s and S&P; and (2) if any of Fitch, Moody’s or S&P ceases to rate the New Notes or the New Notes are publicly available for reasons outside of ADT’s control, a “nationally recognized statistical rating organization” within the meaning of the Exchange Act selected by ADT (as certified by a resolution of ADT’s Board of Directors) as a replacement agency for Fitch, Moody’s or S&P.

“Rating Event” means the rating on the New Notes is lowered by at least two of the three Rating Agencies and the New Notes are rated by at least two of the three Rating Agencies on any day during the period (which period shall be extended so long as the rating of such New Notes is under consideration for a possible downgrade by any of the Rating Agencies) commencing 60 days prior to the first public notice of the occurrence of an intention to effect a Change of Control and ending 60 days following consummation of such Change of Control.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

“Voting Stock” means, with respect to any specified “Person” as of any date, the capital stock of such person that is at the time entitled to vote on the board of directors of such Person.

Definitions

As used in the New Notes and this prospectus, the following defined terms shall have the following meanings with respect to the New Notes:

“Attributable Debt,” in connection with a Sale and Lease-Back Transaction, as of any particular time, means the aggregate of present obligations of ADT or any Restricted Subsidiary for net rental payments during the remaining term of the applicable lease, including any amounts that may be extended or, at the option of the lessor, may be extended. The term “net rental payments” under any lease of any period shall mean the sum of all amounts to be paid in such period by the lessee thereunder, not including any amounts required to be paid by such lessee, whether or not designated as maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges.

“Consolidated Net Worth” at any date means total assets less total liabilities, in each case appearing on the most recently prepared consolidated balance sheet of ADT, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the end of a fiscal quarter of ADT.

“Consolidated Tangible Assets” at any date means total assets less all intangible assets (as defined below) appearing on the most recently prepared consolidated balance sheet of ADT as of the end of a fiscal quarter of ADT, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the end of a fiscal quarter of ADT. “Intangible Assets” means the amount (if any) stated under the heading “Goodwill and Other Intangible assets, net of accumulated amortization” on the consolidated balance sheet, or, if not separately listed, in each case on the face of such consolidated balance sheet.

“Funded Indebtedness” means any Indebtedness maturing by its terms more than one year from the date of the determination thereof, or extendible at the option of the obligor to a date later than one year from the date of the determination thereof.

Table of Contents

“Indebtedness” means, without duplication, the principal amount (such amount being the face amount or, with respect to original issue bonds or debentures or similar securities, determined based on the accreted amount as of the date of the most recently prepared consolidated subsidiaries as of the end of a fiscal quarter of ADT prepared in accordance with United States generally accepted accounting principles as set forth in the consolidated balance sheet) of (i) all obligations for borrowed money, (ii) all obligations evidenced by debentures, notes or other similar instruments in respect of letters of credit or bankers acceptances or similar instruments or reimbursement obligations with respect thereto (such instruments to the extent that the outstanding reimbursement obligations in respect thereof are collateralized by cash or cash equivalents reflected as assets on a balance sheet with United States generally accepted accounting principles), (iv) all obligations to pay the deferred purchase price of property or services, (v) all payable and accrued expenses, (B) employee compensation, deferred compensation and pension obligations, and other obligations arising from contracts, agreements or other similar employment arrangements, (C) obligations in respect of customer advances received and (D) obligations in connection with contracts, agreements, in each case in the ordinary course of business, (v) all obligations as lessee to the extent capitalized in accordance with United States generally accepted accounting principles and (vi) all Indebtedness of others consolidated in such balance sheet that is guaranteed by ADT or any of its subsidiaries or for which ADT is legally responsible or liable (whether by agreement to purchase indebtedness of, or to supply funds or to invest in, others).

“lien” means a mortgage, pledge, security interest, lien or encumbrance.

“Non-Recourse Indebtedness” means Indebtedness upon the enforcement of which recourse may be had by the holder(s) thereof only to the assets of its subsidiaries and, not to such entity personally (subject to, for the avoidance of doubt, customary exceptions contained in non-recourse financing agreements and the obligations thereunder).

“Principal Property” means any U.S. manufacturing, processing or assembly plant or any U.S. warehouse or distribution facility of ADT or any subsidiary used by any U.S. Subsidiary of ADT and (A) is owned by ADT or any subsidiary of ADT on the date hereof, (B) the initial construction of which was completed on or before the date hereof, or (C) is acquired after the date hereof, in each case, other than any such plants, facilities, warehouses or portions thereof, that in the aggregate, ADT, are not collectively of material importance to the total business conducted by ADT and its subsidiaries as an entirety, or that has a net book value (less interest expense), on the date hereof in the case of clause (A) of this definition, on the date of completion of the initial construction in the case of clause (B) of this definition, or the date of acquisition in the case of clause (C) of this definition, of less than 2.0% of Consolidated Tangible Assets on the consolidated balance sheet as of the date hereof.

“Restricted Subsidiary” means any subsidiary of ADT that owns or leases a Principal Property.

“Sale and Lease-Back Transaction” means an arrangement with any Person providing for the leasing by ADT or a Restricted Subsidiary of ADT of such Principal Property has been or is to be sold or transferred by ADT or a Restricted Subsidiary to such Person other than ADT or any of its subsidiaries, provided that the foregoing shall not apply to any such arrangement involving a lease for a term, including renewal rights, for not more than three years.

Book-Entry, Delivery and Form

Global Notes

The New Notes will be offered and exchanged in principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof. We are offering one or more permanent global notes in fully registered, book-entry form, which we refer to as the “global notes.”

Table of Contents

Each such global note will be deposited with, or on behalf of, The Depository Trust Company (“DTC”) or any successor thereto, as d registered in the name of Cede & Co. (DTC’s partnership nominee). Investors may elect to hold their interests in the global notes through eith States), or Euroclear Bank S.A./N.V., as the operator of the Euroclear System (“Euroclear”) or Clearstream Banking, société anonyme, Luxe participants in those systems, or indirectly through organizations that are participants in those systems. Each of Euroclear and Clearstream w its depository for the interests in the global notes that are held within DTC for the account of each settlement system on behalf of its participa

The information set forth in this section is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC in effect. The information in this section concerning DTC, Clearstream and Euroclear has been obtained from sources that we believe to be r responsibility for the accuracy thereof. Investors wishing to use the facilities of any of DTC, Clearstream or Euroclear are advised to confir rules, regulations and procedures of DTC, Clearstream or Euroclear. We will not have any responsibility or liability for any aspect of the re account of, beneficial ownership interests in the New Notes held through the facilities of DTC, Clearstream or Euroclear or for maintaining, relating to such beneficial ownership interests.

Book-Entry Procedures for the Global Notes

Clearstream and Euroclear each will hold interests on behalf of their participants through customers’ securities accounts in Clearstre books of their respective depositories, which in turn will hold such interests in customers’ securities accounts in the depositories’ names on

DTC has advised us that:

- DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the mea member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Co pursuant to the provision of Section 17A of the Exchange Act.
- DTC holds securities that its participants (“Direct Participants”) deposit with DTC and facilitates post-trade settlement among other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between This eliminates the need for physical movement of securities certificates.
- Direct Participants in DTC include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing co organizations.
- DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding compan Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned subsidiaries.
- Access to DTC’s book-entry system is also available to others, such as both U.S. and non-US. securities brokers and dealers, corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Ind
- The rules applicable to DTC and its Direct and Indirect Participants are on file with the SEC.

Purchases of the New Notes under DTC’s book-entry system must be made by or through Direct Participants, which will receive a cr of DTC. The ownership interest of each actual purchaser of the New Notes, which we refer to as the “beneficial owner,” is in turn to be reco Participants’ records. Beneficial owners will not receive written confirmation from DTC of

Table of Contents

their purchase, but beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements from the Direct or Indirect Participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the global notes will be effected by book-entry entries made on the books of Direct and Indirect Participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates of ownership interests in the global notes, except in the event that use of the book-entry system for the New Notes is discontinued. The laws of some jurisdictions governing securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to own, transfer or otherwise dispose of global notes.

To facilitate subsequent transfers, all global notes deposited by Direct Participants with DTC are registered in the name of DTC's participant or other name as may be requested by an authorized representative of DTC. The deposit of the global notes with DTC and their registration in the name of DTC or its nominee effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the New Notes; DTC's records reflect the Direct Participants to whose accounts such New Notes are credited, which may or may not be the beneficial owners. The Direct and Indirect Participants will maintain a keeping account of their holdings on behalf of their customers.

So long as DTC or its nominee is the registered owner and holder of the global notes, DTC or its nominee, as the case may be, will be deemed to be the owner of the New Notes represented by the global notes for all purposes under the indenture. Except as described below, beneficial owners of interests in the New Notes are not entitled to have book-entry notes represented by the New Notes registered in their names, will not receive or be entitled to receive physical certificates of ownership in form and will not be considered the owners or holders thereof under the Indenture. Accordingly, each beneficial owner must rely on the procedures of a Direct or Indirect Participant, on the procedures of the Direct or Indirect Participants through which such person owns its interest, to exercise its rights under the indenture. We understand that under existing industry practices, in the event that we request any action of holders or that an owner of a beneficial interest in the New Notes to give or take any action which a holder is entitled to give or take under the indenture, DTC would authorize the Direct Participants holding such New Notes to give or take the action, and those Direct or any Indirect Participants would authorize beneficial owners owning through those Direct or Indirect Participants to give or take the action or would otherwise act upon the instructions of beneficial owners.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Indirect Participants to beneficial owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may apply from time to time. Redemption notices shall be sent to DTC. If less than all of the New Notes within an issue are being redeemed, DTC's practice is to determine the amount to be redeemed from each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent with respect to the New Notes unless authorized by a Direct Participant or by the MMI Procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy authorizes us to exercise voting rights to those Direct Participants to whose accounts New Notes are credited on the record date (identified in a listing attached to the proxy).

Payments of principal of and interest on the New Notes and redemption proceeds will be made to Cede & Co., or such other nominee designated by DTC, or its representative of DTC. We will send all required reports and notices solely to DTC as long as DTC is the registered holder of the global notes. Neither we nor any other agent of ours or agent of the trustee will have any responsibility or liability for any aspect of the records relating to, or payments made to, beneficial owners of interests in global notes or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests. We believe, in accordance with the usual practice of DTC to credit the accounts of the Direct Participants upon

Table of Contents

DTC's receipt of funds and corresponding detail information from us or our agent on the payable date in accordance with their respective holder instructions. Payments by Direct or Indirect Participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with payments to the accounts of customers in bearer form or registered in "street name" and will be the responsibility of the Direct or Indirect Participants subject to applicable legal requirements as may be in effect from time to time. Payments of principal of and interest on the New Notes and redemption proceeds to Cede & Co. (or its successors) (as may be requested by an authorized representative of DTC) is the responsibility of us or our agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners will be the responsibility of Direct and Indirect Participants.

A beneficial owner shall give notice to elect to have its New Notes purchased or tendered, through its Participant, to the tender agent, by causing the Direct Participant to transfer the Participant's interest in the New Notes, on DTC's records, to the tender agent. The requirement that New Notes in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the New Notes are transferred on DTC's records and followed by a book-entry credit of tendered New Notes to the tender agent's DTC account.

DTC may discontinue providing its services as depository with respect to the New Notes at any time by giving reasonable notice to us in certain circumstances, in the event that a successor depository is not obtained, physical notes are required to be printed and delivered. We may decide to use book-entry-only transfers through DTC (or a successor securities depository). In that event, physical certificates will be printed and delivered to the tender agent.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable and accurate for the accuracy thereof.

Clearstream advises that it is incorporated as a limited liability company under the laws of Luxembourg. Clearstream is owned by Clearstream Bank S.A. and Deutsche Börse AG. The shareholders of these two entities are, amongst others, financial institutions and institutional investors. Clearstream provides services to Clearstream Participants and organizations ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants. Clearstream facilitates changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream Participants are located around the world, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream is available to institutions that clear through or maintain a custodial relationship with a Clearstream Participant. In the U.S., Clearstream Participants are limited to banks and banks, and may include the initial purchasers. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and institutions that clear through or maintain a custodial relationship with a Clearstream Participant either directly or indirectly. Clearstream is an indirect participant in DTC. Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities. Clearstream interfaces with domestic markets in several countries.

Clearstream has established an electronic bridge with Euroclear Bank S.A./N.V. to facilitate settlement of trades between Clearstream Participants and Euroclear Participants. In Luxembourg, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector.

Distributions with respect to the New Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants and procedures, to the extent received by Clearstream.

Euroclear advises that it was created in 1968 to hold securities for participants of Euroclear ("Euroclear Participants") and to clear securities for Euroclear Participants through simultaneous electronic

Table of Contents

book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous Euroclear includes various other services, including securities lending and borrowing, and interfaces with domestic markets in several countries by Euroclear Clearance System Public Limited Company (ECSplc) and operated through a license agreement by Euroclear Bank S.A./N.V., a company in the Kingdom of Belgium (the “Euroclear Operator”), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation. All Euroclear operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts of Euroclear Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including brokers and dealers) and other professional financial intermediaries and may include the initial purchasers. Indirect access to Euroclear is achieved through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator advises that it is regulated and examined by the Belgian Banking and Finance Commission and the National Bank of Belgium.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing the Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the “Terms and Conditions”). The Terms and Conditions govern the deposit and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the instructions of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to the New Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by the U.S. depository for Euroclear.

Certificated Notes

New Notes represented by a global security can be exchanged for definitive securities in registered form only if:

- DTC notifies us that it is unwilling or unable to continue as depository for that global security and ADT does not appoint a successor depository receiving that notice;
- at any time DTC ceases to be a clearing agency registered or in good standing under the Securities Exchange Act of 1934, as amended, and ADT does not appoint a successor depository within 90 days after becoming aware that DTC has ceased to be a clearing agency;
- ADT determines that that global security will be exchangeable for definitive securities in registered form and notifies the trust agent.

A global security that can be exchanged as described in the preceding sentence will be exchanged for definitive securities issued in registered form for the same aggregate amount. The definitive securities will be registered in the names of the owners of the beneficial interests in the global security.

If any of Euroclear, Clearstream or DTC notifies us that it is unwilling or unable to continue as a clearing system in connection with the New Notes, only, DTC ceases to be a clearing system registered under the Exchange Act, and in each case a successor clearing system is not appointed by us.

[Table of Contents](#)

days after receiving such notice from Euroclear, Clearstream or DTC or on becoming aware that DTC is no longer so registered, we will issue certificates in registered form on registration of transfer of, or in exchange for, book-entry interests in the New Notes represented by such global notes for cancellation.

Global Clearance and Settlement Procedures

Upon the terms and subject to the conditions of the exchange offer, we will accept, promptly after the expiration date, all Outstanding issue the New Notes promptly after acceptance of the Outstanding Notes. Secondary market trading between the Direct or Indirect Participants in accordance with the Depository's rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Clearstream Participants and/or Euroclear Participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly through Participants, on the other, will be effected in DTC in accordance with the DTC rules on behalf of the relevant European international clearing system; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the clearing system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, in accordance with its settlement requirements, deliver instructions to its U.S. depository to take action to effect final settlement on its behalf by delivering interests in the New Notes from DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement. Clearstream Participants and Euroclear Participants may not deliver instructions directly to DTC.

Because of time-zone differences, credits of interests in the New Notes received in Clearstream or Euroclear as a result of a transaction will be made during subsequent securities settlement processing and will be credited the business day following the DTC settlement date. Such credits of interests in such New Notes settled during such processing will be reported to the relevant Euroclear or Clearstream Participants on such business day. Clearstream or Euroclear as a result of sales of interests in the New Notes by or through a Clearstream Participant or a Euroclear Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following the DTC settlement date.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of the New Notes as described, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or changed at any time.

DTC, Clearstream and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests to participants and accountholders of DTC, Clearstream and Euroclear. However, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or changed at any time. We will not be responsible for any performance by DTC, Clearstream or Euroclear or their participants or accountholders of their respective obligations under the rules and procedures governing their operations and we will have no liability relating to or payments made on account of beneficial interests in the New Notes represented by global notes or for maintaining, supervising or administering such beneficial interests.

[Table of Contents](#)

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of the material U.S. federal income tax consequences of the exchange of Outstanding Notes for New Notes upon the Code, the U.S. Treasury Regulations promulgated thereunder, administrative pronouncements and judicial decisions, all as of the date of this offering, which may change, possibly with retroactive effect. The following relates only to New Notes that are acquired in this offering in exchange for Outstanding Notes in the initial offering for an amount of cash equal to their issue price. Unless otherwise indicated, this summary addresses only the U.S. federal income tax consequences for investors who hold the Outstanding Notes and the New Notes as “capital assets” within the meaning of Section 1221 of the Code.

This summary does not address all of the U.S. federal income tax considerations that may be relevant to a particular holder in light of the holder's status or to holders subject to special rules under U.S. federal income tax laws, such as banks and other financial institutions, insurance companies, investment companies, tax-exempt organizations, entities and arrangements classified as partnerships for U.S. federal income tax purposes and persons trading in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting, persons liable for U.S. federal alternative minimum tax whose functional currency is not the U.S. dollar, U.S. expatriates, and persons holding notes as part of a “straddle,” “hedge,” “conversion transaction” or other investment. The discussion does not address any foreign, state, local or non-income tax consequences of the exchange of Outstanding Notes for New Notes.

This discussion is for general purposes only. Holders are urged to consult their own tax advisors regarding the application of the law to their particular situations and the consequences under federal estate or gift tax laws, as well as foreign, state, or local laws and tax treaties and changes in tax laws.

U.S. Federal Income Tax Consequences of the Exchange Offer to Holders of Outstanding Notes

The exchange of Outstanding Notes for New Notes pursuant to the exchange offer will not be a taxable transaction for U.S. federal income tax purposes. Outstanding Notes will not recognize any taxable gain or loss as a result of such exchange and will have the same adjusted issue price, tax basis and other tax consequences as New Notes as they had in the Outstanding Notes immediately before the exchange. The U.S. federal income tax consequences of holding and disposing of New Notes will be the same as those applicable to the Outstanding Notes.

[Table of Contents](#)**PLAN OF DISTRIBUTION**

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer must acknowledge that it may be a state and deliver a prospectus in connection with any resale of such New Notes. This prospectus, as it may be amended or supplemented from time to time in connection with resales of New Notes received in exchange for Outstanding Notes where such Outstanding Notes were acquired as a result of trading activities. We have agreed that for a period of 180 days after the expiration of the exchange offer, we will make this prospectus, as amended, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any sale of New Notes by brokers-dealers. New Notes received by broker-dealers for their own account offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions and/or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the exchange offer or dealer that participates in a distribution of such New Notes may be deemed to be an “underwriter” within the meaning of the Securities Act of 1933. Any New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. We state that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” under the Securities Act.

For a period of 180 days after the expiration of the exchange offer, we will promptly send additional copies of this prospectus and any other documents to any prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities under the Securities Act.

[Table of Contents](#)**LEGAL MATTERS**

Certain legal matters with respect to the issuance and sale of the New Notes being offered hereby will be passed upon for us by Gibbs & Ingersoll LLP, New York.

EXPERTS

The consolidated and combined financial statements, and the related financial statement schedule incorporated into this Prospectus by The ADT Corporation's Report on Form 10-K for the year ended September 27, 2013, and the effectiveness of The ADT Corporation's internal control over financial reporting, as stated in their reports (which reports (1) express an unqualified opinion on the effectiveness of internal control over financial reporting, and (2) express an unqualified opinion on the effectiveness of internal control over financial reporting), which are incorporated into this Prospectus, have been so incorporated in reliance upon the reports of such experts in accounting and auditing.

[Table of Contents](#)

\$1,000,000,000



The ADT Corporation

OFFER TO EXCHANGE

New \$1,000,000,000 6.250% Senior Notes due 2021 for \$1,000,000,000 6.250% Senior Notes

Final Prospectus

<http://www.sec.gov/Archives/edgar/data/154>

April 4, 2014
