

Motorola Solutions, Inc.  
Form 424B2  
August 13, 2014

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Filed Pursuant to Rule 424(b)(2)  
Registration Statement No. 333-181223

**CALCULATION OF REGISTRATION FEE**

<b>Title of each class of securities offered</b>	<b>Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee(1)</b>
<b>% Senior Notes due 2021</b>	<b>\$400,000,000</b>	<b>\$51,520</b>
<b>% Senior Notes due 2024</b>	<b>\$600,000,000</b>	<b>\$77,280</b>
<b>% Senior Notes due 2044</b>	<b>\$400,000,000</b>	<b>\$51,520</b>
<b>Total</b>	<b>\$1,400,000,000</b>	<b>\$180,320</b>

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

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**PROSPECTUS SUPPLEMENT**

(To prospectus dated May 8, 2012)

**\$1,400,000,000**

**Motorola Solutions, Inc.**

**\$400,000,000 3.500% Senior Notes due 2021**

**\$600,000,000 4.000% Senior Notes due 2024**

**\$400,000,000 5.500% Senior Notes due 2044**

We are offering \$400,000,000 aggregate principal amount of our 3.500% Senior Notes due 2021 (the "2021 notes"), \$600,000,000 aggregate principal amount of our 4.000% Senior Notes due 2024 (the "2024 notes"), and \$400,000,000 aggregate principal amount of our 5.500% Senior Notes due 2044 (the "2044 notes" and, together with the 2021 notes and the 2024 notes, the "notes").

The 2021 notes will bear interest at the rate of 3.500% per year, the 2024 notes will bear interest at the rate of 4.000% per year, and the 2044 notes will bear interest at the rate of 5.500% per year. Interest on the 2021 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2024 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2044 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. The 2021 notes will mature on September 1, 2021, the 2024 notes will mature on September 1, 2024, and the 2044 notes will mature on September 1, 2044. The notes will be our unsecured obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. We will issue the notes in minimum denominations of \$2,000 and integral multiples of \$1,000.

We may redeem all or a portion of the notes at any time at the redemption prices described in this prospectus supplement. Upon the occurrence of a "change of control repurchase event," we will be required to make an offer to repurchase the notes at a price equal to 101% of their principal amount plus accrued and unpaid interest to, but not including, the date of repurchase.

The notes are not and will not be listed on any securities exchange.

**Investing in these securities involves certain risks. See "Risk Factors" beginning on page S-7 of this prospectus supplement and page 3 of the accompanying prospectus.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the notes or determined that this prospectus supplement or the accompanying prospectus is accurate or complete. Any representation to the contrary is a criminal offense.**

	<b>Per 2021</b>		<b>Per 2024</b>		<b>Per 2044</b>	
	<b>Note</b>	<b>Total</b>	<b>Note</b>	<b>Total</b>	<b>Note</b>	<b>Total</b>
Initial public offering price	98.789%	\$395,156,000	98.054%	\$588,324,000	99.881%	\$399,524,000
Underwriting discount	0.400%	\$1,600,000	0.450%	\$2,700,000	0.875%	\$3,500,000
Proceeds, before expenses, to us	98.389%	\$393,556,000	97.604%	\$585,624,000	99.006%	\$396,024,000

The initial public offering prices set forth above do not include accrued interest, if any. Interest on the notes will accrue from August 19, 2014 and must be paid by the purchaser if the notes are delivered after August 19, 2014.

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The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company and its participants, Clearstream Banking and the Euroclear System, on or about August 19, 2014.

*Joint Book-Running Managers*

**BofA Merrill Lynch**

**Citigroup**  
*Co-Managers*

**Deutsche Bank Securities**

**BNP PARIBAS**

**HSBC**

**RBS**

**Santander**  
August 12, 2014

**US Bancorp**

**Wells Fargo Securities**

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Neither we nor the underwriters have authorized anyone to provide you with any information or to make any representation other than those contained in or incorporated by reference into this prospectus supplement, the accompanying prospectus or in any free writing prospectus that we may file with the Securities and Exchange Commission (the "SEC") in connection with this offering. We do not, and the underwriters do not, take any responsibility for, and can provide no assurances as to, the reliability of any information that others may provide you. If information in this prospectus supplement is inconsistent with the accompanying prospectus, you should rely on the prospectus supplement. We are not, and the underwriters are not, making an offer of these securities in any state where the offer or sale is not permitted. You should not assume that the information provided in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference in this prospectus supplement and in the accompanying prospectus is accurate as of any date other than their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

References to "we," "us," "our," "Motorola Solutions" and the "Company" are to Motorola Solutions, Inc. and its consolidated subsidiaries unless otherwise specified or the context otherwise requires.

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This prospectus supplement is part of a registration statement that we filed with the SEC using a shelf registration process. Under this shelf process, the document we use to offer debt securities from time to time is divided into two parts. The first part is this prospectus supplement, which describes the terms of the offering of debt securities and also adds to, updates and changes information contained in the accompanying prospectus and the documents incorporated by reference into this prospectus supplement, any related free writing prospectus and the accompanying prospectus. The second part is the accompanying prospectus, which provides you with a general description of the securities we may offer. You should read this prospectus supplement and the accompanying prospectus together with additional information described under the heading "Where You Can Find More Information" in the accompanying prospectus.

The information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus and any related free writing prospectus is accurate only as of the respective dates thereof, regardless of the time of delivery of this prospectus supplement, the accompanying prospectus or any related free writing prospectus, or of any sale of our debt securities.

If the description of this offering that is contained in this prospectus supplement or any related free writing prospectus differs from the description contained in the accompanying prospectus, you should rely on the information in this prospectus supplement or such free writing prospectus.

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**SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS**

Except for historical matters, the matters discussed in this prospectus and in documents incorporated by reference are forward looking statements within the meaning of applicable federal securities law. These statements generally include words such as "believes," "expects," "intends," "anticipates," "estimates" and similar expressions. We can give no assurance that any future results or events discussed in these statements will be achieved. Any forward looking statements represent our views only as of today and should not be relied upon as representing our views as of any subsequent date. Readers are cautioned that such forward looking statements are subject to a variety of risks and uncertainties that could cause our actual results to differ materially from the statements contained in this prospectus. Forward looking statements in this prospectus, including those incorporated by reference herein, may include, but are not limited to, statements about: (a) our business strategies and expected results, (b) the sale of our Enterprise business to Zebra Technologies, Inc. and the timing thereof, including the return of proceeds to shareholders in a timely manner subsequent to the close of the transaction, (c) future payments, charges, use of accruals and expected cost-saving benefits associated with our productivity improvement plans, reorganization of business programs, and employee separation costs, (d) our ability and cost to repatriate funds, (e) our ability and cost to access the capital markets at our current ratings, (f) our plans with respect to the level of outstanding debt, (g) the return of capital to shareholders through dividends and/or repurchasing shares, (h) the adequacy of our cash balances to meet current operating requirements, (i) potential contractual damages claims, (j) the outcome and effect of ongoing and future legal proceedings and (k) other factors described in our news releases and filings with the SEC including but not limited to the factors under the heading "Risk Factors" in our Form 10-K for the year ended December 31, 2013 and our quarterly report on Form 10-Q for the quarters ended March 29, 2014 and June 28, 2014, which are incorporated by reference herein.

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**SUMMARY**

*The following summary contains basic information about us and about this offering. It does not contain all of the information that is important to an investment in our securities. Before you make an investment decision you should review this prospectus supplement, the accompanying prospectus, any free writing prospectus and the documents incorporated in the prospectus supplement and the accompanying prospectus in their entirety, including the risk factors, our financial statements and the related footnotes.*

**Our Company**

We are a leading provider of mission-critical communication infrastructure, devices, software and services. Our products and services help government, public safety and commercial customers improve their operations through increased effectiveness and efficiency of their mobile workforces. Our customers benefit from our global footprint and thought leadership, with sales in more than 100 countries, an industry leadership position, a comprehensive portfolio of products and services and a strong patent portfolio.

As of the second quarter of 2014, we report financial results for the following two segments:

**Products:** The Products segment offers an extensive portfolio of network infrastructure, devices, system software and applications for the public safety, hospitality, education, manufacturing, transportation, utilities, mining and retail industries, including our: (i) "ASTRO" products, which meet the Association of Public Safety Communications Officials Project 25 standard, (ii) "Dimetra" products which meet the European Telecommunications Standards Institute Terrestrial Trunked Radio "TETRA" standard, (iii) Professional and Commercial Radio ("PCR") products, (iv) integrated digital enhanced network ("iDEN") products, and (v) broadband technology products, such as Long-Term Evolution ("LTE"). In addition, the Products segment offers smart public safety solutions including computer-aided dispatch, records systems, data management systems and Real Time Crime Center solutions. In the second quarter of 2014, the segment's net sales were \$887 million, representing 64% of our consolidated net sales.

**Services:** The Services segment has a full breadth of service offerings for both public safety and private communication networks including: (i) Integration services, (ii) Lifecycle Management and Support services, (iii) Managed services, and (iv) Solutions services. Integration services includes implementation, optimization, and integration of networks, devices, and applications. Lifecycle Management and Support services includes lifecycle planning, upgrades, call center, network monitoring, and repair services. Managed services includes managing customer networks at defined services levels. Solutions services includes integration of hardware and software to meet customer needs. In the second quarter of 2014, the segment's net sales were \$506 million, representing 36% of our consolidated net sales.

Motorola Solutions is a corporation organized under the laws of the State of Delaware as the successor to an Illinois corporation organized in 1928. The Company's principal executive offices are located at 1303 East Algonquin Road, Schaumburg, Illinois 60196 (telephone number (847) 576-5000).

**Recent Developments Discontinued Operations**

As previously disclosed, on April 14, 2014, we entered into an agreement to sell our Enterprise business to Zebra Technologies, Inc. for \$3.45 billion in cash. The transaction is expected to close by the end of 2014. Certain assets and liabilities that we have historically reported as part of our Enterprise business operating segment, including our iDEN infrastructure business, will be excluded from the transaction. In addition, we will retain certain corporate and general costs that have historically been allocated to the Enterprise business after the transaction.

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Accordingly, beginning in the second quarter of 2014, the results of operations of the portions of the Enterprise business included in the transaction were presented in our financial statements as discontinued operations and the assets and liabilities being sold as part of the Enterprise business were presented in our financial statements as assets and liabilities held for sale. The financial data included in this prospectus supplement gives effect to the discontinued operations treatment. For additional information regarding the discontinued operations treatment of our Enterprise business, refer to our Current Report on Form 8-K, filed with the SEC on August 7, 2014, which is incorporated by reference in this prospectus supplement, and our Quarterly Report on Form 10-Q for the quarter ended June 28, 2014, which is also incorporated by reference in this prospectus supplement.

**Summary Consolidated Financial Data**

The following table presents summary consolidated financial data as of and for the periods indicated. The statements of income for the years ended December 31, 2013, 2012 and 2011 and the balance sheet data as of December 31, 2013 and 2012 have been derived from the audited consolidated financial statements included in our Current Report on Form 8-K filed on August 7, 2014 with the SEC, which reflects the discontinued operations treatment of our Enterprise business and is incorporated herein by reference. The summary consolidated financial data as of and for the six months ended June 28, 2014 and June 29, 2013 has been derived from unaudited condensed consolidated financial statements filed with the SEC and incorporated by reference herein. In the opinion of management, our unaudited summary condensed consolidated financial data reflect all adjustments of a normal recurring nature necessary for a fair statement of such financial data. Interim results are not necessarily indicative of results of operations for the full year. You should read the following table in conjunction with our audited consolidated financial statements and related notes in our Current Report on Form 8-K filed on August 7, 2014 with the SEC and our unaudited condensed consolidated financial statements and related notes in our Quarterly Report on Form 10-Q for the quarter ended June 28, 2014.

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	Six Months Ended		Years Ended December 31,		
	June 28, 2014	June 29, 2013	2013	2012	2011
(in millions of dollars)					
<b>Operating Results:</b>					
Net sales from products	\$ 1,640	\$ 1,899	\$ 4,109	\$ 4,236	\$ 3,901
Net sales from services	982	994	2,118	2,033	1,837
Net sales	2,622	2,893	6,227	6,269	5,738
Cost of product sales	751	840	1,808	1,795	1,697
Cost of services sales	638	610	1,310	1,280	1,114
Cost of sales	1,389	1,450	3,118	3,075	2,811
Gross margin	1,233	1,443	3,109	3,194	2,927
Selling, general and administrative expenses	615	665	1,330	1,472	1,422
Research and development expenditures	350	382	761	790	778
Other charges	23	20	71	12	129
Operating earnings	245	376	947	920	598
Other income (expense):					
Interest expense, net	(54)	(57)	(113)	(66)	(74)
Gains on sales of investments and businesses, net	4	7	37	26	23
Other	(9)	(3)	9	1	(66)
Total other expense	(59)	(53)	(67)	(39)	(117)
Earnings from continuing operations before income taxes	186	323	880	881	481
Income tax expense (benefit)	23	(61)	(59)	211	(95)
Earnings from continuing operations	163	384	939	670	576
Earnings from discontinued operations, net of tax	788	70	166	211	576
Net earnings	\$ 951	\$ 454	\$ 1,105	\$ 881	\$ 1,152
Less: Earnings (loss) attributable to noncontrolling interests		4	6		(6)
Net earnings attributable to Motorola Solutions, Inc.	\$ 951	\$ 450	\$ 1,099	\$ 881	\$ 1,158

*Earnings per common share*

Basic:

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Continuing operations	\$	0.64	\$	1.40	\$	3.51	\$	2.29	\$	1.74
Discontinued operations		3.11		0.26		0.62		0.73		1.73

	\$	3.75	\$	1.66	\$	4.13	\$	3.02	\$	3.47
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Diluted:

Continuing operations	\$	0.63	\$	1.37	\$	3.45	\$	2.25	\$	1.71
Discontinued operations		3.07		0.25		0.61		0.71		1.70

	\$	3.70	\$	1.62	\$	4.06	\$	2.96	\$	3.41
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**Balance Sheet:**

Total assets	\$	11,868	\$	12,160	\$	11,851	\$	12,679	\$	13,929
Long-term debt		2,446		2,452		2,457		1,859		1,130
Total debt		2,450		2,456		2,461		1,863		1,535
Total stockholders' equity		4,169		2,819		3,689		3,290		5,274

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**Ratios of Earnings to Fixed Charges**

The following are the unaudited consolidated ratios of earnings to fixed charges for the six months ended June 28, 2014 and each of the years in the three-year period ended December 31, 2013:

<b>Six Months Ended June 28,</b>	<b>Years Ended December 31,</b>		
<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
3.9	6.9	8.2	4.1

For purposes of computing the ratios of earnings to fixed charges, we have divided earnings before income tax expense plus fixed charges by fixed charges. Fixed charges consist of interest costs and estimated interest included in rentals (one-third of net rental expense).

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**The Offering**

Issuer	Motorola Solutions, Inc.
Securities Offered	\$400,000,000 aggregate principal amount of 3.500% Senior Notes due 2021, \$600,000,000 aggregate principal amount of 4.000% Senior Notes due 2024, and \$400,000,000 aggregate principal amount of 5.500% Senior Notes due 2044.
Maturity	The 2021 notes will mature on September 1, 2021, the 2024 notes will mature on September 1, 2024, and the 2044 notes will mature on September 1, 2044.
Interest Rate	The 2021 notes will bear interest at the rate of 3.500% per year, the 2024 notes will bear interest at the rate of 4.000% per year, and the 2044 notes will bear interest at the rate of 5.500% per year, in each case, from the original issuance date.
Interest Payment Dates	Interest on the 2021 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2024 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2044 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015.
Use of Proceeds	We estimate that the net proceeds from this offering will be approximately \$1,373 million (after deducting underwriting discounts and commissions and estimated offering expenses payable by us). We intend to use the net proceeds from the sale of the notes for general corporate purposes, including pension contributions and the redemption of the \$400 million aggregate principal amount outstanding of our 6.0% senior notes due 2017.
Ranking of Notes	The notes are our direct, unsecured and unsubordinated obligations and rank equal in priority with all of our existing and future unsecured and unsubordinated indebtedness and senior in right of payment to any future subordinated indebtedness.
Optional Redemption	We may redeem the notes, in whole at any time or in part, from time to time at redemption prices determined as set forth under the heading "Description of the Notes Optional Redemption."
Change of Control Repurchase Event	Upon the occurrence of a "change of control repurchase event," as defined under "Description of the Notes Purchase of Notes upon a Change of Control Repurchase Event," we will be required to make an offer to purchase the notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest to, but not including, the date of repurchase.
Certain Covenants	The indenture governing the notes contains covenants limiting our ability and our domestic subsidiaries' ability to:

create certain liens;

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enter into sale and leaseback transactions involving any principal property; and

consolidate or merge with, or convey, transfer or lease all or substantially all our assets to, another person.

Each of these covenants is subject to a number of significant exceptions. You should read "Description of the Notes Restrictive Covenants" in this prospectus supplement for a description of these covenants.

Form and Denominations

We will issue the notes in fully registered form only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Each of the notes will be represented by one or more global securities registered in the name of a nominee of The Depository Trust Company, or DTC.

You will hold beneficial interests in the notes through DTC, and DTC and its direct and indirect participants will record your beneficial interests in their books. We will not issue certificated notes, except in the limited circumstances described under "Description of Debt Securities Global Securities" in the accompanying prospectus.

Further Issuances

We may create and issue additional notes ranking equally with the notes initially offered in this offering and otherwise similar in all respects (other than the issue date and, if applicable, the payment of interest accruing prior to the issue date of such further notes or the first payment of interest following the issue date of such further notes). These additional notes, if issued, would be consolidated and form a single series with the notes. See "Description of the Notes Further Issuances" in this prospectus supplement.

Absence of Public Market for the Notes

The notes are a new issue of securities and there is currently no established trading market for the notes. We do not intend to apply for a listing of the notes on any securities exchange or an automated dealer quotation system. Accordingly, there can be no assurance as to the development or liquidity of any market for the notes. The underwriters have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so, and any market making with respect to the notes may be discontinued at any time without notice.

Governing Law

New York.

Risk Factors

For a discussion of the factors that you should carefully consider before deciding to purchase the notes, see "Risk Factors" beginning on page S-7 of this prospectus supplement, page 3 of the accompanying prospectus and under the heading "Risk Factors" in the Form 10-K and Form 10-Qs incorporated by reference herein.

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**RISK FACTORS**

*Investing in the notes involves risk. We are subject to various regulatory, operating and other risks as a result of the nature of our operations and the marketplace in which we operate. Many of these risks are beyond our control and several pose significant challenges to our business, operations, revenues, net income and cash flows. These risks are described in Part I, Item 1A, Risk Factors, of our annual report on Form 10-K for the year ended December 31, 2013 and our quarterly reports on Form 10-Q for the quarters ended March 29, 2014 and June 28, 2014. The risks described therein are not the only ones we face. Additional risks of which we are not presently aware or that we currently believe are immaterial may also harm our business. In deciding whether to invest in the notes, you should carefully consider these risks and the risks described below in addition to the other information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. Our business, results of operations and financial condition may be materially adversely affected due to any of these risks or events arising therefrom.*

**Risks Related to the Notes**

***Because the notes are not secured and are effectively subordinated to the rights of secured creditors, the notes will be subject to the prior claims of any secured creditors, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the notes.***

The notes are unsecured obligations, ranking equally with other senior unsecured indebtedness. Although we currently only have immaterial amounts of secured indebtedness at the foreign subsidiary level, the indenture governing the notes permits us to incur secured debt under specified circumstances. If we incur secured debt, our assets will be subject to prior claims by our secured creditors. In the event of bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up of Motorola Solutions, assets that secure debt will be available to pay obligations on the notes only after all debt secured by those assets has been repaid in full. Holders of the notes will participate in any remaining assets ratably with all of their respective unsecured and unsubordinated creditors, including trade creditors. If Motorola Solutions incurs any additional obligations that rank equally with the notes, including trade payables, the holders of those obligations will be entitled to share ratably with the holders of the notes in any proceeds distributed upon our bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up. This may have the effect of reducing the amount of proceeds paid to you. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the notes then outstanding would remain unpaid.

***We may depend on the receipt of dividends or other intercompany transfers from our subsidiaries to meet our obligations under the notes. Claims of creditors of our subsidiaries will have priority over your claims with respect to the assets and earnings of our subsidiaries.***

The notes are our obligations exclusively and not of any of our subsidiaries. We conduct a significant portion of our operations through our subsidiaries. We may therefore be dependent upon dividends or other intercompany transfers of funds from our subsidiaries in order to meet our obligations under the notes and to meet our other obligations. However, our subsidiaries are separate legal entities that have no obligation to pay any amounts due under the notes or to make any funds available therefor, whether by dividends, loans or other payments. Generally, creditors of our subsidiaries will have claims to the assets and earnings of our subsidiaries that are superior to the claims of our creditors, except to the extent the claims of our creditors are guaranteed by our subsidiaries. As of June 28, 2014, our subsidiaries accounted for approximately \$5.2 billion, or 44%, of our total consolidated assets including assets held for sale but excluding intercompany balances, and had approximately \$2.2 billion of outstanding liabilities, including trade payables and liabilities held for sale but excluding intercompany liabilities.

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In the event of the bankruptcy, insolvency, liquidation, reorganization, dissolution or other winding up of Motorola Solutions, the holders of the notes will not receive any amounts with respect to the notes until after the payment in full of the claims of creditors of our subsidiaries.

***We are permitted to incur more debt, which may intensify the risks associated with our current leverage, including the risk that we will be unable to service our debt.***

The indenture governing the notes does not limit the amount of additional debt that we may incur. If we incur additional debt, the risks associated with our leverage, including the risk that we will be unable to service our debt, will increase.

***The provisions in the indenture that govern the notes relating to change of control transactions will not necessarily protect you in the event of a highly leveraged transaction.***

The provisions contained in the indenture will not necessarily afford you protection in the event of a highly leveraged transaction that may adversely affect you, including a reorganization, restructuring, merger or other similar transaction involving us. These transactions may not involve a change in voting power or beneficial ownership or, even if they do, may not involve a change of the magnitude required under the definition of change of control repurchase event to trigger these provisions, notably, that the transactions are accompanied or followed within 90 days by a downgrade in the rating of the notes offered under this prospectus supplement. Except as described under "Description of the Notes Purchase of Notes upon a Change of Control Repurchase Event," the indenture does not contain provisions that permit the holders of the notes to require us to repurchase the notes in the event of a takeover, recapitalization or similar transaction.

***We may not be able to repurchase all of the notes upon a change of control repurchase event.***

As described under "Description of the Notes Purchase of Notes upon a Change of Control Repurchase Event," we will be required to offer to repurchase the notes upon the occurrence of a change of control repurchase event. We may not have sufficient funds to repurchase the notes in cash at such time or have the ability to arrange necessary financing on acceptable terms. In addition, our ability to repurchase the notes for cash may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time.

***Negative covenants in the indenture will have a limited effect.***

The indenture governing the notes contains negative covenants that apply to us and our domestic subsidiaries. These covenants are, however, subject to a number of significant exceptions that will permit us, in various circumstances, to create liens on our assets and to enter into sale and leaseback transactions. See "Description of the Notes Restrictive Covenants" in this prospectus supplement. Holders of the notes may become structurally or contractually subordinated to new lenders who enter into transactions with us or our domestic subsidiaries in reliance on these exceptions.

***There is no prior market for the notes. If one develops, it may not be liquid.***

We do not intend to list the notes on any national securities exchange or to seek their quotation on any automated dealer quotation system. We cannot assure you that any liquid market for the notes will ever develop or be maintained. Further, there can be no assurance as to the liquidity of any market that may develop for the notes, your ability to sell your notes or the price at which you will be able to sell your notes. Future trading prices of the notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the

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notes and the market for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including:

time remaining to the maturity of the notes;

outstanding amount of the notes;

the terms related to optional redemption of the notes; and

level, direction and volatility of market interest rates generally.

The underwriters have advised us that they currently intend to make a market in the notes following the offering. However, the underwriters have no obligation to make a market in the notes and they may stop at any time without notice.

***Ratings of the notes may change after issuance and affect the market price and marketability of the notes.***

We currently expect that, prior to issuance, the notes will be rated by Moody's Investors Service Inc., Standard & Poor's and Fitch Ratings Inc. Such ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. An explanation of the significance of such rating may be obtained from such rating agency. Such credit ratings may not be issued or remain in effect for any given period of time or such ratings may be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency's judgment, circumstances so warrant. It is also possible that such ratings may be lowered in connection with future events, such as future acquisitions. Any lowering, suspension or withdrawal of such ratings, or the announcement that such ratings are under review for a possible downgrade may have an adverse effect on the market price or marketability of the notes.

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**USE OF PROCEEDS**

We estimate that the net proceeds from this offering will be approximately \$1,373 million (after deducting underwriting discounts and commissions and estimated offering expenses payable by us). We intend to use the net proceeds from the sale of the notes for general corporate purposes, including pension contributions and the redemption of the \$400 million aggregate principal amount outstanding of our 6.0% senior notes due 2017.

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Table of Contents**CAPITALIZATION**

The following table sets forth our consolidated short-term debt and capitalization as of June 28, 2014:

on an actual basis (after giving effect to the restatement for the discontinued operations treatment of our Enterprise business, as discussed under "Recent Developments Discontinued Operations" above), and

on an as adjusted basis to give effect to the sale of the notes offered hereby and the application of the net proceeds therefrom as described in "Use of Proceeds," including the redemption of our \$400.0 million outstanding 6.0% senior notes due 2017.

From time to time, we may issue additional debt or equity securities. This table should be read in conjunction with "Summary Consolidated Financial Data" appearing elsewhere in this prospectus supplement and our consolidated financial statements, including the notes thereto, which are incorporated herein by reference.

	<b>June 28, 2014</b>	
	<b>Actual</b>	<b>As Adjusted</b>
	<b>(in millions of dollars)</b>	
<b>Long-Term Debt</b>		
Senior notes and debentures, including fair value adjustments	\$ 2,408	\$ 2,008
Other senior debt, including current portion	42	42
Notes offered hereby		1,400
<b>Total long-term debt, including current portion</b>	<b>\$ 2,450</b>	<b>\$ 3,450</b>
<b>Stockholders' Equity</b>		
Preferred stock (none issued)		
Common stock	3	3
Additional paid-in capital	3,162	3,162
Retained earnings(1)	3,219	3,219
Accumulated other comprehensive loss	(2,245)	(2,245)
Noncontrolling interests	30	30
<b>Total stockholders' equity</b>	<b>4,169</b>	<b>4,169</b>
<b>Total capitalization, including current portion of long-term debt</b>	<b>\$ 6,619</b>	<b>\$ 7,619</b>

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(1) Amount does not reflect a charge that will be recorded upon the redemption of our 6.0% senior notes due 2017 relating to the "make-whole" redemption premium and other expenses that will be incurred upon repaying these notes prior to their scheduled maturity. Based upon present market conditions, we currently estimate this premium and the related expenses to be approximately \$59 million on a pre-tax basis. The final amount of this charge will depend upon the yield of the reference treasury used to calculate

the redemption premium immediately prior to the redemption date.

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**DESCRIPTION OF THE NOTES**

Selected provisions of the notes are summarized below. Because the notes are being issued under a new indenture, this summary replaces the description of the debt securities under the caption "Description of Debt Securities" in the accompanying prospectus. References in this section to "Motorola Solutions," "us," "our" and "we" are, unless the context otherwise requires, only to Motorola Solutions, Inc. and not to any of its subsidiaries.

The notes will be issued under an indenture to be entered into on or about August 19, 2014 (the "indenture") between Motorola Solutions and The Bank of New York Mellon Trust Company, N.A., as trustee (the "trustee"). The following summary of provisions of the indenture and the notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the indenture, including definitions therein of certain terms and provisions made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). This summary may not contain all the information that you may find useful. You should read the indenture, a copy of which is available from Motorola Solutions upon request. The indenture is an exhibit incorporated by reference into the registration statement of which the prospectus attached to this prospectus supplement is a part.

**General**

The notes will have the following basic terms:

the notes will be senior unsecured obligations of Motorola Solutions and will rank equally with all other existing and future unsecured and unsubordinated debt obligations of Motorola Solutions;

the notes are obligations exclusively of Motorola Solutions and are not guaranteed by any of its subsidiaries;

the notes initially will be limited to \$400,000,000 aggregate principal amount of 3.500% Senior Notes due 2021, \$600,000,000 aggregate principal amount of 4.000% Senior Notes due 2024, and \$400,000,000 aggregate principal amount of 5.500% Senior Notes due 2044 (subject to the rights of Motorola Solutions to issue additional notes as described under " Further Issuances" below);

the 2021 notes will bear interest at the rate of 3.500% per year, the 2024 notes will bear interest at the rate of 4.000% per year, and the 2044 notes will bear interest at the rate of 5.500% per year, in each case, from the original issuance date;

interest will accrue on the notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the notes);

interest on the 2021 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2024 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015. Interest on the 2044 notes is payable on March 1 and September 1 of each year, beginning on March 1, 2015;

the 2021 notes will mature on September 1, 2021, the 2024 notes will mature on September 1, 2024, and the 2044 notes will mature on September 1, 2044, in each case, unless redeemed or repurchased prior to that date;

Motorola Solutions may redeem the notes, in whole or in part, at any time at its option as described under " Optional Redemption" below;

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Motorola Solutions may be required to repurchase the notes in whole or in part at the option of the holders in connection with the occurrence of a "change of control repurchase event" as described under " Purchase of Notes upon a Change of Control Repurchase Event" below;

the notes will be issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;

the notes will be represented by one or more global notes registered in the name of a nominee of DTC, but in certain circumstances may be represented by notes in certificated form (see " Book-entry, Delivery and Form; Global Notes" below); and

the notes will be exchangeable and transferable at the office or agency of Motorola Solutions maintained for such purposes (which initially will be the corporate trust office of the trustee).

Interest on each note will be paid to the person in whose name that note is registered at the close of business on February 15 or August 15, as the case may be, immediately preceding the relevant interest payment date. Interest on the notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

If any interest or other payment date of a note falls on a day that is not a business day, the required payment of principal, premium, if any, or interest will be made on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding business day. The term "business day" means, with respect to any note, any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in New York City are authorized or required by law, regulation or executive order to close.

The notes will not be subject to any sinking fund.

Motorola Solutions may, subject to compliance with applicable law, at any time purchase notes in the open market or otherwise.

**Ranking**

The notes will be senior unsecured obligations of Motorola Solutions and will rank equally in right of payment with all existing and future unsecured and unsubordinated obligations of Motorola Solutions. As of June 28, 2014, Motorola Solutions had approximately \$2.4 billion of senior unsecured indebtedness outstanding.

The notes will effectively rank junior in right of payment to all existing and future secured indebtedness of Motorola Solutions to the extent of the assets securing such indebtedness, and to all existing and future liabilities of its subsidiaries, including indebtedness and trade payables. As of June 28, 2014, Motorola Solutions had approximately \$42 million of secured indebtedness outstanding arising from a consolidated joint venture investment. Motorola Solutions derives a significant portion of its operating income and cash flow from its subsidiaries. Therefore, Motorola Solutions' ability to make payments when due to the holders of the notes is, in large part, dependent upon the receipt of sufficient funds from its subsidiaries.

Claims of creditors of Motorola Solutions' subsidiaries generally will have priority with respect to the assets and earnings of such subsidiaries over the claims of Motorola Solutions' creditors, including holders of the notes. Accordingly, the notes will be effectively subordinated to creditors, including trade creditors and preferred stockholders, if any, of Motorola Solutions' subsidiaries. As of June 28, 2014, Motorola Solutions' subsidiaries had approximately \$2.2 billion of outstanding liabilities, including trade payables and liabilities held for sale but excluding intercompany liabilities.

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**Optional Redemption**

Motorola Solutions may redeem the notes of each series at its option, either in whole at any time or in part, at a redemption price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest thereon to, but not including, the redemption date:

100% of the aggregate principal amount of the notes to be redeemed on the redemption date; or

as determined by the Independent Investment Banker, the sum of the present values of the Remaining Scheduled Payments (not including any portion of payments of interest accrued as of the redemption date).

In determining the present values of the Remaining Scheduled Payments, Motorola Solutions will discount such payments to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the sum of the applicable Treasury Rate, plus 25 basis points in the case of the 2021 notes, 30 basis points in the case of the 2024 notes, and 35 basis points in the case of the 2044 notes.

The following terms are relevant to the determination of the redemption prices:

*"Comparable Treasury Issue"* means the United States Treasury security selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes called for redemption.

*"Comparable Treasury Price"* means, with respect to any redemption date, (1) the arithmetic average of the Reference Treasury Dealer Quotations for such redemption date after excluding the highest and lowest Reference Treasury Dealer Quotations, (2) if the Independent Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such redemption date, or (3) if only one Reference Treasury Dealer Quotation is obtained, such Quotation.

*"Independent Investment Banker"* means one of the Reference Treasury Dealers, or their respective successors, as may be appointed from time to time by Motorola Solutions; *provided, however*, that if the foregoing ceases to be a primary U.S. Government securities dealer in New York City (a "primary treasury dealer"), Motorola Solutions will substitute another nationally recognized investment banking firm that is a primary treasury dealer.

*"Reference Treasury Dealer"* means Citigroup Global Markets Inc., Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and each of their respective successors, and any other primary treasury dealer selected by Motorola Solutions. If any of the foregoing ceases to be a primary treasury dealer, Motorola Solutions will substitute another nationally recognized investment banking firm that is a primary treasury dealer.

*"Reference Treasury Dealer Quotations"* means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third business day preceding such redemption date.

*"Remaining Scheduled Payments"* means, with respect to any note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; *provided, however*, that, if such redemption date is not an

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interest payment date with respect to such note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"*Treasury Rate*" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the Comparable Treasury Issue. In determining this rate, Motorola Solutions will assume a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

A partial redemption of the notes will be effected in accordance with applicable DTC procedures.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed. Once notice of redemption is delivered, the notes called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date.

Unless Motorola Solutions defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the notes, or portions thereof, called for redemption. Prior to 11:00 a.m. on the redemption date, Motorola Solutions will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the notes to be redeemed on that date.

**Purchase of Notes upon a Change of Control Repurchase Event**

If a change of control repurchase event occurs, unless Motorola Solutions has exercised its right to redeem the notes as described above, Motorola Solutions will be required to make an offer to each holder of the notes to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000) of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the notes repurchased plus any accrued and unpaid interest on the notes repurchased to, but not including, the date of repurchase. Within 30 days following any change of control repurchase event or, at the option of Motorola Solutions, prior to any change of control, but after the public announcement of the change of control, Motorola Solutions will mail a notice to each holder, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase the notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered. The notice shall, if delivered prior to the date of consummation of the change of control, state that the offer to purchase is conditioned on a change of control repurchase event occurring on or prior to the payment date specified in the notice.

Motorola Solutions will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the notes, Motorola Solutions will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control repurchase event provisions of the notes by virtue of compliance with such securities laws or regulations.

On the repurchase date following a change of control repurchase event, Motorola Solutions will, to the extent lawful:

- (1) accept for payment all the notes or portions of the notes properly tendered pursuant to its offer;

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(2) deposit with the paying agent an amount equal to the aggregate purchase price in respect of all the notes or portions of the notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers' certificate stating the aggregate principal amount of notes being purchased by Motorola Solutions.

The paying agent will promptly mail or otherwise deliver to each holder of notes properly tendered the purchase price for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any notes surrendered.

Motorola Solutions will not be required to make an offer to repurchase the notes upon a change of control repurchase event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by Motorola Solutions and such third party purchases all notes properly tendered and not withdrawn under its offer.

The change of control repurchase event feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of Motorola Solutions and, thus, the removal of incumbent management. The change of control repurchase event feature is a result of negotiations between Motorola Solutions and the underwriters. Motorola Solutions has no present intention to engage in a transaction involving a change of control, although it is possible that Motorola Solutions could decide to do so in the future. Subject to the limitations discussed below, Motorola Solutions could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a change of control under the indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the capital structure of Motorola Solutions or credit ratings of the notes. Restrictions on the ability of Motorola Solutions to incur liens and enter into sale and leaseback transactions are contained in the covenants as described in the accompanying prospectus. Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a change of control repurchase event, however, the indenture will not contain any covenants or provisions that may afford holders of the notes protection in the event of a decline in the credit quality of Motorola Solutions or a highly leveraged or similar transaction involving Motorola Solutions.

Motorola Solutions may not have sufficient funds to repurchase all the notes upon a change of control repurchase event. In addition, even if it has sufficient funds, Motorola Solutions may be prohibited from repurchasing the notes under the terms of its future debt instruments. See "Risk Factors Risks Related to the Notes We may not be able to repurchase all of the notes upon a change of control repurchase event."

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

*"change of control"* means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Motorola Solutions and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) and Section 14(d) of the Exchange Act) other than Motorola Solutions or one of its subsidiaries; (2) the adoption of a plan relating to Motorola Solutions' liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of Motorola Solutions' stock or other voting stock into which Motorola Solutions' voting stock is reclassified, consolidated, exchanged or changed,

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measured by voting power rather than number of shares; or (4) the first day on which a majority of the members of the board of directors of Motorola Solutions are not continuing directors.

*"change of control repurchase event"* means the occurrence of both a change of control and a ratings event.

*"continuing directors"* means, as of any date of determination, any member of the board of directors of Motorola Solutions who (1) was a member of such board of directors on the date of the issuance of the notes; or (2) was nominated for election or elected to such board of directors with the approval of a majority of the continuing directors who were members of such board of directors at the time of such nomination or election.

*"investment grade"* means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by Motorola Solutions.

*"Moody's"* means Moody's Investors Service Inc. and its successors.

*"rating agency"* means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of the control of Motorola Solutions, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by Motorola Solutions (as certified by a resolution of the board of directors of Motorola Solutions) as a replacement agency for Moody's or S&P, or both, as the case may be.

*"rating category"* means (i) with respect to S&P, any of the following categories: BBB, BB, B, CCC, CC, C and D (or equivalent successor categories); (ii) with respect to Moody's, any of the following categories: Baa, Ba, B, Caa, Ca, C and D (or equivalent successor categories); and (iii) the equivalent of any such category of S&P or Moody's used by another rating agency. In determining whether the rating of the notes has decreased by one or more gradations, gradations within rating categories (+ and - for S&P; 1, 2 and 3 for Moody's; or the equivalent gradations for another rating agency) shall be taken into account (e.g., with respect to S&P, a decline in a rating from BB+ to BB, as well as from BB- to B+, will constitute a decrease of one gradation).

*"rating date"* means the date which is 90 days prior to the earlier of (i) a change of control or (ii) public notice of the occurrence of a change of control or of the intention by Motorola Solutions to effect a change of control.

*"ratings event"* means the occurrence of the events described in (a) or (b) below on, or within 60 days after the earlier of, (i) the occurrence of a change of control or (ii) public notice of the occurrence of a change of control or the intention by Motorola Solutions to effect a change of control (which period shall be extended so long as the rating of the notes is under publicly announced consideration for a possible downgrade by any of the rating agencies): (a) in the event the notes are rated by both rating agencies on the rating date as investment grade, the rating of the notes shall be reduced so that the notes are rated below investment grade by both rating agencies, or (b) in the event the notes (1) are rated investment grade by one rating agency and below investment grade by the other rating agency, the rating of the notes by either rating agency shall be decreased by one or more gradations (including gradations within rating categories, as well as between rating categories) so that the notes are then rated below investment grade by both rating agencies or (2) are rated below investment grade by both rating agencies on the rating date, the rating of the notes by either rating agency shall be decreased by one or more gradations (including gradations within rating categories, as well as between rating categories) or is withdrawn. Notwithstanding the foregoing, a ratings event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular

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change of control (and thus shall not be deemed a ratings event for purposes of the definition of change of control repurchase event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable change of control (whether or not the applicable change of control shall have occurred at the time of the ratings event).

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., and its successors.

"voting stock" of any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

**Restrictive Covenants**

*Restrictions on Secured Debt*

If we or any Domestic Subsidiary incurs or guarantees any Debt secured by a Mortgage on any Principal Property or on any shares of stock or Debt of any Domestic Subsidiary, we must secure the notes, and each other series of debt securities issued under the indenture, equally and ratably with (or prior to) such secured Debt, unless, after giving effect to such transaction, the aggregate amount of all such Debt so secured, together with all Attributable Debt in respect of sale and leaseback transactions involving Principal Properties, would not exceed 15% of the Consolidated Net Tangible Assets of us and our consolidated subsidiaries. See " Restrictive Covenants Restrictions on Sales and Leasebacks" below.

This restriction does not apply to, and there will be excluded from secured Debt in any computation under such restriction, Debt secured by:

Mortgages on property of, or on any shares of stock of or Debt of, any corporation existing at the time such corporation becomes a Domestic Subsidiary or at the time it is merged into or consolidated with us or a Domestic Subsidiary;

Mortgages in favor of us or a Domestic Subsidiary;

Mortgages in favor of governmental bodies to secure progress or advance payments;

Mortgages on property, shares of stock or Debt existing at the time of acquisition thereof, including acquisition through merger or consolidation;

purchase money Mortgages and Mortgages to secure the construction cost of property; and

any extension, renewal or refunding of any Mortgage referred to above.

*Restrictions on Sales and Leasebacks*

Neither we nor any Domestic Subsidiary may enter into any sale and leaseback transaction involving any Principal Property, completion of construction and commencement of full operation of which has occurred more than 180 days prior thereto, unless:

we or such Domestic Subsidiary could mortgage such property as provided for above under " Restrictive Covenants Restrictions on Secured Debt" in an amount equal to the Attributable Debt with respect to the sale and leaseback transaction without equally and ratably securing the notes and each other series of debt securities issued under the indenture; or

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within 120 days, we apply to the retirement of our Funded Debt an amount not less than the greater of:

the net proceeds of the sale of the Principal Property leased pursuant to such arrangement; or

the fair market value of the Principal Property so leased, subject to credits for certain voluntary retirements of Funded Debt.

This restriction will not apply to any sale and leaseback transaction:

between us and a Domestic Subsidiary or between Domestic Subsidiaries; or

involving the taking back of a lease for a period, including renewals, of three years or less (section 1007 of the indenture).

*Certain Definitions*

The following are certain key definitions used in the descriptions above of restrictions on secured debt and sales and leasebacks contained in the indenture. These and other definitions are contained in the indenture. You should read the indenture to understand these restrictions fully.

*"Attributable Debt"* means the total net amount of rent required to be paid during the remaining term of any lease, discounted at the rate per annum borne by the senior debt securities of each series, compounded annually.

*"Consolidated Net Tangible Assets"* means the aggregate amount of assets, less applicable reserves and other properly deductible items, after deducting from that net amount:

all current liabilities, excluding any constituting Funded Debt by reason of their being renewable or extendable; and

goodwill and other intangibles (section 1006 of the indenture).

*"Domestic Subsidiary"* means a Subsidiary of ours except a Subsidiary of ours which neither transacts any substantial portion of its business nor regularly maintains any substantial portion of its fixed assets within the United States, or which is engaged primarily in financing our operations or our Subsidiaries, or both, outside the United States.

*"Principal Property"* includes any single parcel of real estate, any manufacturing plant or warehouse we own or lease or any Domestic Subsidiary owns or leases which is located within the United States and the gross book value, without deduction of any depreciation reserves, of which on the date as of which the determination is being made exceeds 1% of Consolidated Net Tangible Assets, other than any single parcel of real estate or manufacturing plant or warehouse or a portion of any manufacturing plant or warehouse:

which is a pollution control or other facility financed by obligations issued by a state or local government unit; or

which, in the opinion of our board of directors, is not of material importance to the total business conducted by us and our subsidiaries as an entirety.

*"Subsidiary"* shall mean any corporation, association, partnership or other business entity of which more than 50% of the total voting stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries.



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**Defeasance and Covenant Defeasance**

Under the indenture, we have the ability to take certain steps to effect a "defeasance" or a "covenant defeasance." A defeasance allows us to be discharged from any and all obligations in respect of a series of debt securities issued under the indenture except for certain obligations to register the transfer or exchange of such debt securities, to replace temporary, destroyed, stolen, lost or mutilated debt securities, to maintain paying agencies and to hold monies for payment in trust. A covenant defeasance allows us to stop complying with certain restrictive covenants relating to:

consolidation, merger, conveyance, transfer or lease;

maintenance of our existence and properties;

payment of taxes and other claims; and

restrictions on secured debt and sale and leaseback transactions.

A covenant defeasance also causes certain events specified in the indenture to no longer be deemed an event of default under the indenture.

To effect a defeasance or a covenant defeasance, we must deposit with the applicable trustee an amount of money or U.S. government securities that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal of, and premium, if any, and each installment of interest, if any, on the debt securities of such series at the time such payments are due. We will remain liable for any shortfall between the amount deposited with the trustee and the amount due holders of debt securities upon any acceleration of payment.

We may only effect a defeasance or a covenant defeasance if we have provided a legal opinion that such action will not cause holders of our debt securities to recognize income, gain or loss for federal income tax purposes as a result and that holders will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred. The opinion, in the case of a defeasance, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable Federal income tax law occurring after the date of the indenture.

**Events of Default**

The following are events of default under the indenture with respect to any debt securities issued thereunder:

failure to pay principal of, or premium, if any, on any debt security of that series when due;

failure to pay any installment of interest on any debt security of that series when due, continued for 30 days;

failure to deposit any sinking fund payment, when due, in respect of any debt security of that series;

failure to perform any other covenant of ours in the indenture, other than a covenant included in the indenture solely for the benefit of any series of debt securities other than that series, continued for 60 days after written notice as provided in the indenture;

certain events in bankruptcy, insolvency or reorganization; and

any other event of default provided with respect to debt securities of that series (section 501 of the indenture).

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If an event of default with respect to the outstanding debt securities of any series occurs and continues either the trustee or the holders of at least 25% in principal amount of the outstanding debt securities of that series may declare the principal amount of all debt securities of that series to be due and payable immediately; provided that in the case of certain events of bankruptcy, insolvency or reorganization, such principal amount, or portion thereof, will automatically become due and payable. However, at any time after an acceleration with respect to debt securities of any series has occurred, but before a judgment or decree based on such acceleration has been obtained, the holders of a majority in principal amount of the outstanding debt securities of that series may, under certain circumstances, rescind and annul such acceleration (section 502 of the indenture). For information as to waiver of defaults, see " Modification and Waiver" below.

Subject to the duty of the trustee during default to act with the required standard of care, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders, unless such holders have offered the trustee reasonable security or indemnity (section 603 of the indenture). Subject to such indemnification and certain other limitations, the holders of a majority in principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee, with respect to the debt securities of that series (section 512 of the indenture).

We will be required to furnish to the trustee an annual statement as to our performance of certain of our obligations under the indenture and as to any default in such performance (section 1006 of the indenture).

**Modification and Waiver**

Modifications and amendments of the indenture may be made by us and the trustee with the consent of the holders of a majority in principal amount of the outstanding debt securities of each series affected thereby, except that no such modification or amendment may, without the consent of the holder of each outstanding debt security affected thereby:

change the stated maturity date of the principal of, or any installment of principal of or interest on, any debt security;

reduce the principal amount of, or premium, if any, or interest, if any, on, any debt security;

reduce the amount of principal of any original issue discount debt security payable upon acceleration of the maturity thereof;

change the place or currency of payment of principal of, or premium, if any, or interest, if any, on, any debt security;

impair the right to institute suit for the enforcement of any payment on or with respect to any debt security; or

reduce the percentage in principal amount of outstanding debt securities of any series, the consent of the holders of which is required for modification or amendment of the indenture or for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults (section 902 of the indenture).

The holders of a majority of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive, insofar as that series is concerned, our compliance with certain restrictive provisions of the indenture (section 1008 of the indenture). The holders of a majority of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive any past default under the indenture with respect to debt securities of that series, except a default in the payment of the principal of, or premium, if any, or interest, if any,

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on any debt security of that series or in respect of any provision which under the indenture cannot be modified or amended without the consent of the holder of each outstanding debt security of that series affected (section 513 of the indenture).

**Consolidation, Merger, Conveyance, Transfer or Lease**

We may, without the consent of any holders of outstanding debt securities, consolidate or merge with or into, or transfer or lease our assets substantially as an entirety to, any entity, and any other entity may consolidate or merge with or into, or transfer or lease its assets substantially as an entirety to, us, provided that:

the entity other than us formed by such consolidation or into which we are merged or which acquires or leases our assets is organized and existing under the laws of any United States jurisdiction and assumes our obligations on the debt securities and under the indenture;

after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time or both, would become an event of default, has happened and is continuing, provided that a transaction will only be deemed to be in violation of this condition as to any series of debt securities as to which such event of default or such event has happened and is continuing; and

certain other conditions are met (article eight of the indenture).

**Form, Denominations, Exchange, Registration and Transfer**

We will issue debt securities issued under the indenture as registered securities, which may be issued in global form. Global securities are described below under " Book-entry; Delivery and Form; Global Notes." We will issue registered securities issued under the indenture in denominations of \$2,000 and integral multiples of \$1,000.

Our registered securities issued under the indenture will be exchangeable for other registered securities of the same series.

You may present the registered securities for registration of transfer at the office of the trustee, or at the office of any transfer agent we designate without service charge and upon payment of any taxes and other governmental charges (section 305 of the indenture). We may change transfer agents or designate additional transfer agents at any time, except that, we must maintain a transfer agent in each place of payment for such series (section 1002 of the indenture).

If we elect or are required to redeem or exchange particular debt securities, we will not be required to:

issue, register the transfer of or exchange those debt securities for a period of 15 days before the first publication or mailing of the notice of redemption or exchange; or

register the transfer of or exchange any registered security selected for redemption (section 305 of the indenture).

**Payment and Paying Agents**

The place of payment for all debt securities issued under the indenture will be New York, New York, U.S.A., and we will initially designate the corporate trust office of the trustee for this purpose. At our option, we may pay interest, if any, on registered securities by check mailed to the address of the person entitled thereto as such person's address appears in the security register or by wire transfer to an account located in the United States maintained by the person entitled thereto as specified in the security register (sections 307, 1001 and 1002 of the indenture). We will make payment of any

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installment of interest on registered securities to the person in whose name such registered security is registered at the close of business on the record date for such interest (section 307 of the indenture).

We will make all payments of principal of, and premium, if any, and interest, if any, on any debt security that is payable in a currency other than U.S. dollars in U.S. dollars if such currency:

ceases to be used both by the government of the country that issued the currency and by a central bank or other public institution of or within the international banking community for the settlement of transactions;

is the euro and ceases to be used both within the European Monetary Union and for the settlement of transactions by public institutions of or within the European Union; or

is any currency unit, or composite currency, other than the euro and ceases to be used for the purposes for which it was established (section 312 of the indenture).

We may designate additional offices or agencies for payment with respect to any debt securities, approve a change in the location of any such office or agency and, except as provided above, rescind the designation of any such office or agency.

**Governing Law**

The indenture and the debt securities issued thereunder will be governed by, and construed in accordance with, the laws of the State of New York.

**Book-entry; Delivery and Form; Global Notes**

The notes will be represented by one or more global notes in definitive, fully registered form without interest coupons. Each global note will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC in New York, New York for the accounts of participants in DTC.

Investors may hold their interests in a global note directly through DTC if they are DTC participants, or indirectly through organizations that are DTC participants. Holders of notes represented by interests in a global note will not be entitled to receive their notes in fully registered certificated form.

DTC has advised as follows: DTC is a limited-purpose trust company organized under New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities of institutions that have accounts with DTC ("participants") and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers (which may include the underwriters), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

**Further Issuances**

Motorola Solutions may from time to time, without notice to or the consent of the holders of the notes, create and issue additional notes having the same terms as, and ranking equally and ratably with, the notes in all respects (except for the issue date and, if applicable, the payment of interest accruing prior to the issue date of such additional notes and the first payment of interest following the issue

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date of such additional notes). Such additional notes may be consolidated and form a single series with, and will have the same terms as to ranking, redemption, waivers, amendments or otherwise, as the notes, and will vote together as one class on all matters with respect to the notes, unless such additional notes are not treated as fungible for U.S. tax purposes with the notes issued pursuant to this offering.

All senior debt securities issued under the indenture are unsubordinated obligations of the company. They will be unsecured and will rank equally with each other and all of our other unsubordinated debt (section 301 of the indenture). The indenture does not limit the aggregate principal amount of debt securities that we may issue thereunder and provides that we may issue debt securities thereunder from time to time in one or more series.

*Effective Subordination*

The debt securities issued under the indenture will be our obligations exclusively. Since our operations are partially conducted through subsidiaries, primarily overseas, our cash flow and therefore our ability to service debt, including the debt securities offered by this prospectus supplement, are partially dependent upon the earnings of our subsidiaries and the distribution of those earnings to, or upon loans or other payments of funds by those subsidiaries to, us. Our subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts due pursuant to the debt securities or to make any funds available to us to repay our obligations, whether by dividends, loans or other payments. In addition, the payment of dividends and the making of loans and advances to us by our subsidiaries may be subject to statutory or contractual restrictions, are contingent upon the earnings of those subsidiaries and are subject to various business considerations.

Any right of ours to receive assets of any of our subsidiaries upon their liquidation or reorganization and therefore the right of the holders of the debt securities to participate in those assets will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors.

*No Limitations on Other Debt*

The general provisions of the indenture do not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of debt securities protection in the event of a highly leveraged or similar transaction involving us. However, the indenture does restrict us and our domestic subsidiaries from granting certain security interests on certain of their property or assets unless the debt securities are equally secured. See " Restrictive Covenants" above.

**Regarding the Trustee**

The Bank of New York Mellon Trust Company, N.A. is the trustee under the indenture and has also been appointed by Motorola Solutions to act as registrar, transfer agent and paying agent for the notes. The Bank of New York Mellon Trust Company, N.A. is trustee under:

our 6.0% senior notes due 2017;

our 3.75% senior notes due 2022;

our 3.5% senior notes due 2023;

our 7.5% debentures due May 15, 2025;

our 6.5% debentures due September 1, 2025;

our 6.5% debentures due November 15, 2028;

our 6.625% senior notes due 2037; and



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our 5.22% debentures due October 1, 2097.

The indenture contains provisions limiting the liability of the trustee in certain circumstances. Under the indenture, force majeure events may in certain cases specified in the indenture relieve the trustee from liability.

We maintain various banking relationships with The Bank of New York Mellon, an affiliate of the trustee. The Bank of New York Mellon serves as custodian and record keeper for Motorola Solutions' fund used to invest most of its U.S. dollar denominated cash and provides investment management services to us.

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**CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS**

The following discussion is a summary of certain U.S. federal income tax consequences of the ownership and disposition of the notes.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to particular holders in light of their special circumstances or holders subject to special treatment under U.S. federal income tax laws (including brokers or dealers in securities or currencies, banks, thrifts or other financial institutions or financial service companies, cooperatives, regulated investment companies, real estate investment trusts, tax-exempt organizations, pension funds, insurance companies, government instrumentalities or agencies, traders or dealers in securities, persons who hold notes as part of a hedging, straddle, conversion or constructive sale transaction, persons subject to the alternative minimum tax, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, U.S. expatriates, non-U.S. trusts that have U.S. beneficiaries, retirement plans, individual retirement accounts or other tax deferred accounts, controlled foreign corporations, passive foreign investment companies, partnerships and other flow-through entities (including entities or other arrangements treated as partnerships or flow-through entities for U.S. federal income tax purposes)). This discussion does not address any aspect of U.S. federal taxation other than U.S. federal income taxation (such as estate and gift tax laws) or any aspect of state, local or non-U.S. taxation. In addition, this discussion deals only with certain U.S. federal income tax consequences to a holder that acquires the notes in the initial offering at their "issue price" (the first price at which a substantial amount of the notes is sold for money to investors, not including sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and holds the notes as capital assets.

This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), U.S. Treasury regulations issued thereunder, Internal Revenue Service ("IRS") rulings and pronouncements and judicial decisions in effect as of the date of this offering supplement, which is subject to differing interpretations and could change, possibly with retroactive effect. We have not sought a ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. We urge you to consult with your tax advisor about the U.S. federal income tax and other tax consequences of an investment in the notes.

If any entity treated as a partnership for U.S. federal income tax purposes holds a note, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding a note should consult its tax advisor concerning the U.S. federal income and other tax consequences of an investment in the notes.

**EACH PROSPECTIVE HOLDER OF THE NOTES SHOULD CONSULT ITS TAX ADVISOR CONCERNING THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE OWNERSHIP OR DISPOSITION OF THE NOTES BASED UPON THEIR PARTICULAR CIRCUMSTANCES.**

**Effect of Certain Additional Payments**

In certain circumstances, we may be obligated to pay amounts in excess of stated interest or principal on the notes. For example, upon the occurrence of a "change of control repurchase event," (as defined under "Description of the Notes Purchase of Notes upon a Change of Control Repurchase Event,") we will be required to offer to repurchase some or all of the notes at 101% of their principal amount, plus accrued and unpaid interest. The obligation to make such payments may implicate the provisions of Treasury regulations relating to "contingent payment debt instruments" ("CPDI"). One or more contingencies will not cause the notes to be treated as a CPDI if, as of the issue date, each such contingency is considered remote or incidental or, in certain circumstances, it is

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significantly more likely than not that such contingency will not occur. We believe and intend to take the position that the potential for additional payments on the notes should not cause the notes to be treated as CPDIs. Our determination is binding on a holder unless such holder discloses its contrary position in the manner required by the applicable Treasury Regulations. Our determination is not, however, binding on the IRS. If the IRS takes a contrary position and such position is sustained, note holders could be required to accrue ordinary interest income on the notes at a rate in excess of the stated interest rate and to treat all or a portion of any gain recognized on a sale or other taxable disposition of a note as ordinary income rather than capital gain. In the event a contingent payment is actually made, such payment could affect the amount and timing of payments that such a holder would recognize for U.S. federal income tax purposes. Prospective holders of the notes should consult their tax advisors regarding the possible application of the CPDI rules on the notes and the consequences thereof. The remainder of this discussion assumes that the notes will not be treated as CPDIs for U.S. federal income tax purposes.

**U.S. Holders**

As used in this discussion, a "U.S. Holder" is a beneficial owner of a note that is, for U.S. federal income tax purposes:

an individual who is a citizen or resident of the United States;

a corporation created or organized (or treated as created or organized) in or under the laws of the United States or any State thereof (including the District of Columbia);

an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust, (i) the administration of which is subject to the primary supervision of a court within the United States and for which one or more United States persons (within the meaning of the Code) have the authority to control all substantial decisions, or (ii) that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person (within the meaning of the Code).

*Stated Interest*

All of the notes bear interest at a stated fixed rate. A U.S. Holder generally must include this stated interest in its gross income as ordinary interest income:

when the U.S. Holder receives the interest, if it uses the cash method of accounting for U.S. federal income tax purposes; or

when the interest accrues, if the U.S. Holder uses the accrual method of accounting for U.S. federal income tax purposes.

*Sale or Other Taxable Disposition of a Note*

A U.S. Holder will generally recognize capital gain or loss upon the sale, exchange, retirement, redemption or other taxable disposition of a note in an amount equal to the difference between (i) the amount realized (except to the extent such amount is attributable to accrued but unpaid stated interest, which will be taxable as ordinary interest income to the extent such interest has not been previously included in income) and (ii) such U.S. Holder's adjusted tax basis in the note. The amount realized will be equal to the sum of the amount of cash and the fair market value of any property received in exchange for the note. A U.S. Holder's adjusted tax basis in a note will generally equal the cost of the note to such holder, decreased by any payment on the notes, other than a payment of qualified stated interest. Such capital gain or loss will be long-term capital gain or loss if the note was held for more

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than one year at the time of disposition. In general, for non-corporate taxpayers, long-term capital gains are currently taxed at a maximum rate of 20%. The deductibility of capital losses is subject to significant limitations. U.S. Holders should consult their tax advisor regarding the treatment of capital gains and losses.

*Net Investment Income Tax*

A U.S. Holder that is an individual, trust, or estate is subject to a surtax of 3.8% on the lesser of (1) such U.S. Holder's "net investment income" (or undistributed "net investment income" in the case of estates or trusts) for the relevant taxable year and (2) the excess of such U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). Among other items, "net investment income" generally includes gross income from interest and net gain attributable to the disposition of certain property, less certain deductions. Prospective investors should consult their tax advisors concerning the possible implications of this net investment income tax in their particular circumstances.

*Backup Withholding and Information Reporting*

Payments of interest and principal on a note and the proceeds of the sale or other taxable disposition of a note are generally subject to information reporting unless the U.S. Holder is an exempt recipient. Such payments may also be subject to U.S. federal backup withholding tax (currently at a rate of 28%) if the recipient of such payment fails to timely supply a U.S. taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise fails to timely establish an exemption from backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against that U.S. Holder's U.S. federal income tax liability (if any) provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding the application of backup withholding based upon their particular situation, the availability of an exemption from backup withholding and the procedure for obtaining such an exemption, if available.

**Non-U.S. Holders**

As used in this discussion, a "Non-U.S. Holder" is a beneficial owner of a note that is (i) for U.S. federal income tax purposes, an individual, corporation, estate or trust, and (ii) not a U.S. Holder.

*Interest*

Subject to the discussions below concerning backup withholding and FATCA (as defined below) withholding, no U.S. federal income or withholding tax generally will apply to a payment of interest on a note to a Non-U.S. Holder, provided that:

the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of stock entitled to vote of the Company;

the Non-U.S. Holder is not a "controlled foreign corporation" related, actually or constructively, to the Company (within the meaning of section 864(d)(4) of the Code);

such interest payments are not "effectively connected" with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case such Non-U.S. Holder would generally be subject to tax as described below in (" United States Trade or Business");

either (A) such Non-U.S. Holder provides, among other things, its name and address, and certifies on IRS Form W-8BEN or Form W-8BEN-E (or suitable substitute or successor form) together with all appropriate attachments, under penalties of perjury, that it is not a United

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States person (within the meaning of the Code) or (B) a securities clearing organization or certain other financial institutions holding the note or otherwise acting on behalf of the Non-U.S. Holder certifies on IRS Form W-8IMY, under penalties of perjury, that such IRS Form has been received by it and furnishes us or our paying agent with a copy thereof; and

we or our paying agent do not have actual knowledge or reason to know that any of the information, certifications or statements in the IRS Form W-8 are incorrect.

If all of the foregoing requirements are not met, payments of interest on a note generally will be subject to U.S. federal withholding tax at a 30% rate (or a lower applicable treaty rate, provided certain certification requirements are met), subject to the discussion below concerning interest that is effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States.

Prospective Non-U.S. Holders should consult their tax advisors regarding these certification requirements and any alternative methods for satisfying the certification requirements described above.

*Sale or Other Taxable Disposition of a Note*

Subject to the discussions of backup withholding and FATCA below, a Non-U.S. Holder generally will not be subject to U.S. federal income tax on the receipt of payments of principal on a note, or on any gain recognized upon the sale, exchange, retirement, redemption or other taxable disposition of a note, unless in the case of gain (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States and, if a treaty applies (and the holder complies with applicable certification and other requirements to claim treaty benefits), such gain is attributable to a permanent establishment maintained by the Non-U.S. Holder within the United States or (ii) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition, and certain other conditions are met. In addition, subject to the discussion below concerning backup withholding and the discussion concerning FATCA withholding, a Non-U.S. Holder generally will not be subject to U.S. federal withholding tax on the receipt of payments of principal on a note, or on any gain recognized upon the sale, exchange, retirement, redemption or other taxable disposition of a note.

*United States Trade or Business*

If a Non-U.S. Holder is engaged in a trade or business in the United States, and if interest or gain on a note is effectively connected with the conduct of such trade or business and, if a treaty applies (and the holder complies with applicable certification and other requirements to claim treaty benefits), such interest or gain is attributable to a permanent establishment maintained by the Non-U.S. Holder within the United States, the Non-U.S. Holder generally will be subject to U.S. federal income tax on the receipt or accrual of such interest or the recognition of gain on the sale or other taxable disposition of the note in the same manner as if such holder were a United States person (within the meaning of the Code). A corporate Non-U.S. Holder may also be subject to an additional U.S. federal branch profits tax at a 30% rate (or, if applicable, a lower treaty rate) on its effectively connected earnings and profits attributable to such interest or gain. In addition, any interest or gain that is effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States will not be subject to withholding tax (subject to the discussion of FATCA below). A Non-U.S. Holder may establish that interest or gain is effectively connected with a trade or business in the United States by timely delivering a properly executed IRS Form W-8ECI.

*Backup Withholding and Information Reporting*

A Non-U.S. Holder may be required to comply with certain certification procedures to establish that the holder is not a United States person (within the meaning of the Code) in order to avoid information reporting and backup withholding tax with respect to our payment of principal and interest

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on, or the proceeds of, the sale or other taxable disposition of a note. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a credit against a Non-U.S. Holder's United States federal income tax liability, if any, and may entitle such Non-U.S. Holder to a refund, provided the required information is timely furnished to the IRS.

In addition, we are required to annually report to the IRS and each Non-U.S. Holder the amount of any interest paid to such Non-U.S. Holder, regardless of whether any tax was actually withheld, other than with respect to certain exempt recipients, including corporations. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides. Non-U.S. Holders should consult their tax advisors with respect to these withholding and reporting rules as well as other U.S. tax consequences of the ownership and disposition of notes.

**Foreign Account Tax Compliance Act**

Sections 1471 through 1474 of the Code, Treasury regulations promulgated thereunder and official IRS guidance commonly referred to as the "Foreign Account Tax Compliance Act" ("FATCA") will impose a 30% withholding tax on payments of interest in respect of, and gross proceeds from the sale of, the notes made to (a) foreign financial institutions (including investment funds and including in certain instances where such institutions are acting as intermediaries), unless they agree to collect and disclose to the IRS (or, if required under an intergovernmental agreement between the U.S. and an applicable foreign country, reports such information to its local tax authority) information regarding their direct and indirect U.S. account holders; or (b) certain non-financial foreign entities unless such entity either (i) certifies to us that such entity does not have any "substantial United States owners" or (ii) provides certain information regarding the entity's "substantial United States owners," generally by providing an IRS Form W-8BEN-E (which we will in turn provide to the IRS), unless certain exemptions apply. However, withholding will not apply to payments of gross proceeds from a sale or other disposition of notes before January 1, 2017. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations or other official guidance, may modify these requirements. Amounts that a holder receives on the notes could be subject to FATCA withholding if a holder is subject to the information reporting requirements and fails to comply with them or if a holder holds notes through another person (e.g., a foreign bank or broker) that is subject to withholding because it fails to comply with these requirements (even if the holder would not otherwise have been subject to withholding).

Prospective holders of notes should consult their tax advisors regarding the relevant U.S. law and other official guidance regarding FATCA. Depending on a holder's circumstances, a holder of notes may be entitled to a refund or credit in respect of some or all of any applicable FATCA withholding. However, even if a holder is entitled to have any such withholding refunded, the required procedures could be cumbersome and significantly delay the holder's receipt of any withheld amounts.

Table of Contents**UNDERWRITING**

Subject to the terms and conditions set forth in an underwriting agreement dated the date of this prospectus supplement, we have agreed to sell to each of the underwriters named below (for whom Citigroup Global Markets Inc., Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives), and each of the underwriters has severally agreed to purchase, the respective principal amount of the notes set forth opposite its name below:

<b>Underwriter</b>	<b>Principal amount of 2021 notes</b>	<b>Principal amount of 2024 notes</b>	<b>Principal amount of 2044 notes</b>
Citigroup Global Markets Inc.	\$ 100,000,000	\$ 150,000,000	\$ 100,000,000
Deutsche Bank Securities Inc.	100,000,000	150,000,000	100,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	100,000,000	150,000,000	100,000,000
BNP Paribas Securities Corp.	16,667,000	25,000,000	16,667,000
HSBC Securities (USA) Inc.	16,667,000	25,000,000	16,667,000
RBS Securities Inc.	16,667,000	25,000,000	16,667,000
Santander Investment Securities Inc.	16,667,000	25,000,000	16,667,000
U.S. Bancorp Investments, Inc.	16,666,000	25,000,000	16,666,000
Wells Fargo Securities, LLC	16,666,000	25,000,000	16,666,000
<b>Total</b>	<b>\$ 400,000,000</b>	<b>\$ 600,000,000</b>	<b>\$ 400,000,000</b>

Under the terms and conditions of the underwriting agreement, if the underwriters take any of the notes, then the underwriters are obligated to take and pay for all of the notes.

The notes are a new issue of securities with no established trading market and will not be listed on any securities exchange. The underwriters have advised us that they intend to make a market in the notes, but they have no obligation to do so and may discontinue market making at any time without providing notice. No assurances can be given as to the liquidity of any trading market for the notes.

The underwriters initially propose to offer part of the notes directly to the public at the offering prices described on the cover page of this prospectus supplement and part to certain dealers at a price that represents a concession not in excess of 0.200% of the principal amount of the 2021 notes, 0.250% of the principal amount of the 2024 notes and 0.525% of the principal amount of the 2044 notes. Any underwriter may allow, and any such dealer may reallow, a concession to certain other dealers not in excess of 0.100% of the principal amount of the 2021 notes, 0.150% of the principal amount of the 2024 notes and 0.315% of the principal amount of the 2044 notes. After the initial offering of the notes, the underwriters may from time to time vary the offering price and other selling terms.

We expect to deliver the notes against payment for the notes on or about the date specified in the last paragraph of the cover page of this prospectus supplement, which will be the fifth business day following the date of the pricing of the notes. Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next succeeding business day will be required, by virtue of the fact that the notes initially will settle in T+5, to specify alternative settlement arrangements to prevent a failed settlement.

We have also agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments which the underwriters may be required to make in respect of any such liabilities.

We have agreed, during the period from the date of the underwriting agreement until the business day immediately following the delivery of the notes, not to offer, sell, contract to sell or otherwise

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dispose of any debt securities issued or guaranteed by us having a tenor of more than one year without the prior written consent of the representatives.

In connection with the offering of the notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the notes. Specifically, the underwriters may overallocate in connection with the offering of the notes, creating a syndicate short position. In addition, the underwriters may bid for, and purchase, notes in the open market to cover syndicate short positions or to stabilize the price of the notes. Finally, the underwriters may impose a penalty bid. The underwriting syndicate may reclaim selling concessions allowed for distributing the notes in this offering, if the syndicate repurchases previously distributed notes in syndicate covering transactions, stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the notes above independent market levels. The underwriters are not required to engage in any of these activities, and may end any of them at any time.

Expenses associated with this offering, to be paid by us, are estimated to be approximately \$2.6 million.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for Motorola Solutions, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of Motorola Solutions (directly, as collateral securing other obligations or otherwise). Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Affiliates of each of the underwriters are lenders under a \$2.0 billion Revolving Credit Agreement dated as of May 29, 2014 among Motorola Solutions, JP Morgan Chase Bank N.A., as administrative agent, and the several lenders and agents party thereto.

**Selling Restrictions**

*European Economic Area*

In relation to each Member State of the European Economic Area (the "EEA") which has implemented the Prospectus Directive (each, a "Relevant Member State"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), an offer to the public of any notes which are the subject of the offering contemplated by this prospectus supplement (the "Securities") may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any

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Securities may be made at any time with effect from and including the Relevant Implementation Date under the following exemptions under the Prospectus Directive:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 100 or, if the Relevant Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters for any such offer; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

In any EEA Member State that has implemented the Prospectus Directive, this communication is only addressed to and is only directed at qualified investors in that Member State within the meaning of the Prospectus Directive.

This prospectus supplement has been prepared on the basis that any offer of notes in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make any offer within the EEA of notes which are the subject of the offering contemplated in this prospectus supplement may only do so in circumstances in which no obligation arises for the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case in relation to such offer. Neither the Company nor the underwriters have authorized, nor do they authorize, the making of any offer of notes in circumstances in which an obligation arises for the Company or the underwriters to publish or supplement a prospectus for such offer.

For the purposes of the above provisions, the expression an "offer to the public" in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe for the notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

The EEA selling restriction is in addition to any other selling restrictions set out in this prospectus.

*United Kingdom*

This prospectus supplement is only being distributed to and is only directed at, (i) persons who are outside the United Kingdom or (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (iii) high net worth companies, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

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*Hong Kong*

No notes may be offered or sold in Hong Kong, by means of any document, other than: (a) to "professional investors" (as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made thereunder; or (b) in other circumstances which do not result in the document being a "prospectus" (as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong) or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) has been or will be issued other than with respect to the notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" (as defined in the SFO) and any rules made thereunder.

*Japan*

The notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "Financial Instruments and Exchange Law") and each underwriter has represented and agreed that it will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

*Singapore*

This prospectus supplement and the accompanying prospectus have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each underwriter has represented and agreed that (a) it has not circulated or distributed and will not circulate or distribute this prospectus supplement and the accompanying prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of either series of the notes, (b) has not offered or sold and will not offer or sell any notes, and (c) has not made and will not make any notes to be the subject of an invitation for subscription or purchase, whether directly or indirectly, in each of the cases of (a) to (c), to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

This prospectus supplement and the accompanying prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of either series of the notes may not be circulated or distributed, nor may any notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one

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or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except: (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; (2) where no consideration is or will be given for the transfer; (3) where the transfer is by operation of law; (4) as specified in Section 276(7) of the SFA; or (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

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**LEGAL MATTERS**

The validity of the notes will be passed upon for Motorola Solutions by Eric Jacobson of our Law Department and Winston & Strawn LLP, Chicago, Illinois and for the underwriters by Cleary Gottlieb Steen & Hamilton LLP. Mr. Jacobson owns shares of our common stock.

**EXPERTS**

The consolidated financial statements of Motorola Solutions, Inc. as of December 31, 2013 and 2012, and for each of the years in the three-year period ended December 31, 2013, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2013 have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

**INCORPORATION OF DOCUMENTS BY REFERENCE**

The SEC allows us to "incorporate by reference" into this prospectus supplement the information we file with them, which means that we can disclose important information to you by referring to those documents. Any statement contained or incorporated by reference in this prospectus supplement shall be deemed to be modified or superseded for purposes of this prospectus supplement to the extent that a statement contained herein, or in any subsequently filed document which also is incorporated by reference herein, modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement. We incorporate by reference into this prospectus supplement the following documents, provided, however, that we are not incorporating any documents or information deemed to have been furnished rather than filed in accordance with SEC rules:

- (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (excluding Item 7 (Management's Discussion and Analysis of Financial Condition and Results of Operations) and Item 15(a) (Financial Statements), which Items have been superseded by our Current Report on Form 8-K filed with the SEC on August 7, 2014, giving effect to the discontinued operations treatment of our Enterprise business).
- (b) Quarterly Reports on Form 10-Q for the quarters ended March 29, 2014 and June 28, 2014.
- (c) Current Reports on Form 8-K filed on August 12, 2014, August 7, 2014, August 6, 2014, June 2, 2014, May 21, 2014, May 7, 2014, April 16, 2014, April 15, 2014 and March 13, 2014.
- (d) All documents filed by us under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act before the termination of this offering.

You may request a copy of these filings (other than exhibits, unless that exhibit is specifically incorporated by reference into that filing) at no cost, by writing to or telephoning us at the following address:

Mark S. Hacker  
Senior Vice President and General Counsel  
Motorola Solutions, Inc.  
1303 East Algonquin Road  
Schaumburg, Illinois 60196  
Telephone: (847) 576-5000

We have also filed a registration statement with the SEC relating to the notes described in this prospectus supplement. This prospectus supplement is part of the registration statement. You may obtain from the SEC a copy of the registration statement and exhibits that we filed with the SEC when we registered the notes. The registration statement may contain additional information that may be important to you.





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