

MR01

Particulars of a charge

136928/13  
Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service  
Please go to www.companieshouse.gov.uk

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
an instrument. Use form MR08

TUESDAY



LD2 \*L50F4588\* #88  
09/02/2016  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

**1 Company details**

Company number / 0 5 4 6 2 8 6 7

Company name in full CITADEL SECURITIES (EUROPE) LIMITED

3 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date / 2 6 0 1 2 0 1 6

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Merrill Lynch, Pierce, Fenner & Smith Incorporated

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

✓

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box

/

☐ Yes

☒ No

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

/

Signature

X Linklaters LLP X

This form must be signed by a person with an interest in the charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Richard Hay

Company name Linklaters LLP

Address One Silk Street

Please return

via

24 London Courier

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 CDE

Telephone 02074562000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.**

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5462867

Charge code. 0546 2867 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2016 and created by CITADEL SECURITIES (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2016

Given at Companies House, Cardiff on 15th February 2016

4/c.



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

CERTIFIED THAT, SAVE FOR  
MATERIAL REDACTED PURSUANT  
TO SECTION 859 G OF  
THE COMPANIES ACT 2006,  
THIS COPY INSTRUMENT IS A  
CORRECT COPY OF THE  
ORIGINAL INSTRUMENT.

LINKLATER'S LLP

03/02/16

THIS SECURITY DOCUMENT is made on January 25, 2016

BETWEEN

- (1) Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), and
- (2) Citadel Securities (Europe) Limited ("Client")

WHEREAS:

- (A) Merrill Lynch has established the Account for and provided certain services to Client in connection with Contracts
- (B) In consideration for the continued maintenance of the Account and provision of services by Merrill Lynch, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merrill Lynch and Client, have agreed to enter into this Security Document

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Security Document

The "**Account**" means any accounts carried by Merrill Lynch on behalf and in the name of a Client pursuant to the Agreement

"**Affiliate**" means any corporation, partnership, limited liability company or other entity that is directly or indirectly controlled by, controls, or under common control with, Merrill Lynch, including but not limited to each direct or indirect subsidiary (other than Merrill Lynch) of Bank of America Corporation, and a "related person" refers to a natural person who is a director, officer, general partner, managing member or employee of Merrill Lynch or any of its Affiliates

"**Agreement**" means the Institutional Futures Client Account Agreement dated June 19, 2015 between Merrill Lynch and Client

"**Applicable Law**" has the same definition specified in the Agreement

"**Cleared Derivative Transactions**" means all swaps, forwards, options, or similar transactions that are (i) entered into by a Client in the over-the-counter ("OTC") market, or (ii) executed or traded by Client on or subject to the rules or protocols of any multilateral or other trading facility, system or platform, including any communication network or auction facility, permitted under Applicable Law or any designated contract market, and, in the case of either (i) or (ii), subsequently submitted to and accepted for clearing at a clearing organization, including but not limited to, a derivatives clearing organization registered as such under the U S Commodity Exchange Act and carried in the Account, *provided, however*, that "**Cleared Derivatives Transactions**" shall not

include futures contracts and options on futures contracts executed on or subject to the rules of a U S designated contract market subject to regulation by the Commodity Futures Trading Commission (including derivatives transactions entered into over-the-counter and cleared as futures or options on futures contracts) or on a foreign board of trade subject to regulation in its home jurisdiction

**“Contracts”** means (i) any cash commodities (including financial instruments), options on cash commodities, commodity futures contracts, options on futures contracts, security futures products, forward or leverage contracts, exchanges of futures for physical, swap or other related derivative position, exchange-traded or cleared derivatives contracts, and any similar instruments which may be purchased, sold or cleared by or through Merrill Lynch for the Account and (ii) any Cleared Derivatives Transactions

**“Merrill Lynch Entity”** means Merrill Lynch or any of its Affiliates

**“Non-Financial Collateral”** means (i) the Account, (ii) Contracts (including all rights against Merrill Lynch, any domestic or foreign clearing member clearing such Contracts, or any domestic or foreign exchange, contract market or clearing house on or through which such Contracts are cleared), (iii) all rights in respect of unsettled Contracts, (iv) all monies, securities, financial assets, general intangibles, other property, in each case with respect to Contracts, which Merrill Lynch may at any time be carrying for Client or which may at any time be owing or pledged to, Merrill Lynch, any domestic or foreign clearing member, any domestic or foreign exchange, contract market or clearing house, or any agents (including for safekeeping) of Client, Merrill Lynch, any domestic or foreign clearing member or any domestic or foreign exchange, contract market or clearing house, (v) all rights to payment in favor of Merrill Lynch or Client arising out of or in connection with the exercise by Merrill Lynch of any right to terminate, liquidate or otherwise close out Client’s Account or Futures Contracts, and (vi) all proceeds of any of the foregoing, but only to the extent that (i) through (vi) (inclusive) do not constitute “financial collateral” (within the meaning of the UK Financial Collateral Arrangements (No 2) Regulations 2003, as amended from time to time)

**“Regulator”** means (i) the U S Commodity Futures Trading Commission, (ii) the National Futures Association, and any (a) governmental agencies, (b) regulatory or self-regulatory organizations, or (c) domestic or foreign exchanges or contract markets, and their respective clearing houses, where Contracts are executed and/or cleared by Merrill Lynch or Merrill Lynch’s agents

## **2. Security Interest**

- 2.1 Client agrees that its right, title and interest in and to all Non-Financial Collateral is hereby pledged to Merrill Lynch and shall be subject to a general lien, security interest and right of set-off and recoupment in favor of Merrill Lynch to discharge or otherwise secure all obligations, whether now existing or arising hereafter, of Client to Merrill Lynch, irrespective of whether or not Merrill Lynch or any Affiliate may have made advances in connection with such Non-Financial Collateral and irrespective of the number of accounts comprising the Account

2 2 All rights and remedies under this Security Document as amended and modified from time to time in accordance with clause 3 1 hereof are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise

2 3 Nothing contained in this Security Document affects any provision of the Agreement, all of which remain in full force and effect

### **3. Miscellaneous; Client Representations and Warranties**

3 1 No provision of this Security Document shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and signed by one of Merrill Lynch's authorized officers and by one of Client's authorized officers

3 2 Client represents, warrants and agrees as of the date hereof that (a) it has the full right, power and authority to enter into this Security Document, and the person executing this Security Document on behalf of Client is authorized to do so, and (b) this Security Document is binding on Client and enforceable against Client in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law))

### **4. Governing Law, Jurisdiction and Waiver of Jury Trial**

4 1 THIS SECURITY DOCUMENT, INCLUDING ITS ENFORCEMENT AND ANY DISPUTES ARISING OUT OF OR RELATING TO IT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)

4 2 THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE FEDERAL COURTS IN THE SOUTHERN DISTRICT OF NEW YORK WITH RESPECT TO ANY CLAIM, SUIT, ACTION OR PROCEEDINGS RELATING TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SECURITY DOCUMENT CLIENT AGREES THAT ANY CLAIM, ACTION OR PROCEEDING ARISING UNDER OR IN ANY WAY RELATING TO THIS SECURITY DOCUMENT MUST BE BROUGHT, IF AT ALL, WITHIN ONE YEAR OF THE DATE OF THE EVENT(S) GIVING RISE THERETO

4 3 CLIENT AND MERRILL LYNCH HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS SECURITY DOCUMENT

IN WITNESS WHEREOF, Client has executed this Security Document as of the date first listed above

**Citadel Securities (Europe) Limited**

By

[Redacted Signature]

Authorized Signature

26<sup>TH</sup> JANUARY 2016

Date

EVA SANCHEZ

Print Name

[Redacted Title]

Title

By

[Redacted Signature]

Authorized Signature

26<sup>TH</sup> JANUARY 2016

Date

STEVE ATKINSON

Print Name

[Redacted Title]

Title

**MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**

By

[Redacted Signature]

Authorized Signature

January 26, 2016

Date

Carl R. Kolbet

Print Name

[Redacted Title]

Title