

CLAYMORE SECURITIES INC  
Form SC 13G  
February 07, 2006

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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SCHEDULE 13G  
(Rule 13d-102)

INFORMATION TO BE INCLUDED IN STATEMENTS  
FILED PURSUANT TO RULES 13d-1(b), (c) AND (d)  
AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(b)  
(Amendment No. \_\_)

Motorola  
(Name of Issuer)

Preferred Certificates  
(Title of Class of Securities)

21988G395  
(CUSIP NUMBER)

December 31, 2005  
(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- Rule 13d-1(b)
- Rule 13d-1(c)
- Rule 13d-1(d)

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1. Name of Reporting Persons: Claymore Securities Defined Portfolios Series 149, 182, 159, 172, 180, 161, and 143

I.R.S. Identification No. of Above Persons (Entities Only):

Claymore Securities Defined Portfolios, Series 149 - Tax ID #137366193  
Claymore Securities Defined Portfolios, Series 182 - Tax ID #137421485  
Claymore Securities Defined Portfolios, Series 159 - Tax ID #137388276  
Claymore Securities Defined Portfolios, Series 172 - Tax ID #137404697  
Claymore Securities Defined Portfolios, Series 180 - Tax ID #137412214  
Claymore Securities Defined Portfolios, Series 161 - Tax ID #137388277  
Claymore Securities Defined Portfolios, Series 143 - Tax ID #137351185

2. Check the Appropriate Box if a Member of a Group

- (a)
- (b)

3. SEC Use Only

4. Citizenship or Place of Organization: Claymore Securities Defined Portfolios, Series 143 and 149, Wichita, KS; Claymore Securities Defined Portfolios, Series 159, 161, 172, 180 and 182, Wheaton, IL.

5. Sole Voting Power:

96,443

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON WITH

6. Shared Voting Power:

7. Sole Dispositive Power:

96,443

8. Shared Dispositive Power:

9. Aggregate Amount Beneficially Owned by Each Reporting Person:

96,443

10. Check if the Aggregate Amount in Row 9 Excludes Certain Shares:

11. Percent of Class Represented by Amount in Row 9:

12. Type of Reporting Person:

IV

Item 1(a). Name of Issuer: Motorola

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- Item 1(b). Address of Issuer's Principal Executive Offices:  
1303 E. ALGONQUIN RD  
SCHAUMBURG, IL 60196
- Item 2(a). Name of Persons Filing: Claymore Securities, Inc. as Sponsor of  
the Filing Entities
- Item 2(b). Address of Principal Business Office or, if None, Residence:  
Claymore Securities, Inc.  
2455 Corporate West Drive  
Lisle, IL 60532
- Item 2(c). Citizenship: USA
- Item 2(d). Title of Class of Securities: Preferred Certificates
- Item 2(e). CUSIP Number: 21988G395
- Item 3. If this statement is filed pursuant to Rule 13d-1(b), or 13d-2(b)  
or (c), check whether the person filing is a:
- (a)  Broker or dealer registered under Section 15 of the  
Exchange Act;
  - (b)  Bank as defined in Section 3(a)(6) of the Exchange Act;
  - (c)  Insurance Company as defined in Section 3(a)(19) of the  
Exchange Act;
  - (d)  Investment Company registered under Section 8 of the  
Investment Company Exchange Act;
  - (e)  Investment Adviser in accordance with Rule  
13d-1(b)(1)(ii)(E);
  - (f)  Employee Benefit Plan or Endowment Fund in accordance with  
Rule 13d-1(b)(1)(ii)(F);
  - (g)  Parent Holding Company or Control Person in accordance with  
Rule 13d-1(b)(1)(ii)(G);
  - (h)  Saving Association as defined in Section 3(b) of The Federal  
Deposit Insurance Act;
  - (i)  Church Plan that is excluded from the definition of an  
Investment Company under Section 3(c)(14) of the Investment  
Company Act;
  - (j)  Group, in accordance with Rule 13d-1(b)(1)(ii)(J).
- Item 4. Ownership.

Provide the following information regarding the aggregate number and  
percentage of the class of securities of the issuer  
identified in Item 1.

- (a) Amount beneficially owned: 96,443

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(b) Percent of class: 5.428%

(c) Number of shares as to which the person has:

(i) Sole power to vote or direct the vote: 96,443

(ii) Shared power to vote or direct the vote:

(iii) Sole power to dispose or to direct the disposition: 96,443

(iv) Shared power to dispose or to direct the disposition of:

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following:

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

If any other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities, a statement to that effect should be included in response to this item and, if such interest relates to more than five percent of the class, such person should be identifies. A listing of the shareholders of an investment company registered under the Investment Company Act of 1940 or the beneficiaries of employee benefit plan, pension fund or endowment fund is not required.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on by the Parent Holding Company.

If a parent company or Control person has filed this schedule, pursuant to Rule 13d-1(b)(1)(ii)(G), so indicate under Item 3(g) and attach an exhibit stating the identity and the Item3 classification of the relevant subsidiary. If a parent holding company or control person has filed this schedule pursuant to Rule 13-1(c) or Rule 13d-1(d), attach an exhibit stating the identification of the relevant subsidiary.

Item 8. Identification and Classification of Members of the Group.

If a group has filed this schedule pursuant to ss.240.13d-1(b)(1)(ii)(J), so indicate under Item 3(j) and attach and exhibit stating the identity and Item 3 classification of each member of the group. If a group has filed this schedule pursuant to ss.240.13d-1(d), attach an exhibit stating the identity of each member of the group.

Item 9. Notice of Dissolution of Group.

Notice of dissolution of a group may be furnished as an exhibit stating the date of the dissolution and that all further filings with respect to transactions in the security reported on will be filed, if required, by members of the group, in their individual capacity. See Item 5.

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Item 10. Certification.

(a) The following certification shall be included in the statement if the statement is filed pursuant to ss.240.13d-1(b): By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were acquired and are held in the ordinary course of business and were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

-----  
Date

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Signature

Nicholas Dalmaso, Senior Managing Director, Claymore Securities, Inc.  
Name/Title

ottom:0pt; text-indent:8%; font-size:10pt; font-family:Times New Roman">The Notes were issued at 100% of their par value and bear interest at a rate of 4.625% per annum, in the case of the 2025 Notes, and 4.875% per annum, in the case of the 2027 Notes. Interest on each series of Notes is payable semi-annually in arrears on April 1 and October 1, beginning October 1, 2017. The 2025 Notes mature on April 1, 2025 and the 2027 Notes mature on April 1, 2027.

The net proceeds of the offering, together with available cash, were used to redeem all of the Issuers outstanding 5.625% Senior Notes due 2021 (the 2021 Notes ), of which \$1,500 million aggregate principal amount was outstanding as of December 31, 2016, and to pay the related redemption premium and all fees and expenses related thereto, and any remaining proceeds will be used for general corporate purposes.

*Ranking; Guarantees*

The Notes are the Issuers senior unsecured obligations, ranking equally in right of payment with all of their existing and future senior indebtedness and senior in right of payment to all of their existing and future subordinated indebtedness.

The Notes will be guaranteed, on a senior unsecured basis, by (i) Hilton Worldwide Parent LLC ( Parent ), the Issuer s immediate parent company, (ii) the Company, the immediate parent company of Parent, and (iii) each of the Issuer s existing and future wholly owned subsidiaries (other than the Co-Issuer) to the extent such entities guarantee indebtedness under Issuer s senior secured credit facilities or certain other indebtedness of the Issuer, the Co-Issuer or any subsidiary guarantor.

*Optional Redemption*

2025 Notes. The Issuers may, at their option, redeem the 2025 Notes, in whole or in part, at any time prior to April 1, 2020, at a price equal to 100% of the principal amount of the 2025 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date, plus the applicable make-whole premium. In addition, beginning on April 1, 2020, the Issuers may redeem all or a part of the 2025 Notes at a redemption price equal to 102.312% of the

principal amount redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. The redemption price decreases to 101.156% and 100.000% of the principal amount redeemed on April 1, 2021 and April 1, 2022, respectively. In addition, at any time prior to April 1, 2020, the Issuers may, at their option, redeem up to 40% of the aggregate principal amount of the 2025 Notes issued under the Indenture with the proceeds of certain equity offerings at a redemption price of 104.625% of the principal amount thereof, plus accrued and unpaid interest.

*2027 Notes.* The Issuers may, at their option, redeem the 2027 Notes, in whole or in part, at any time prior to April 1, 2022, at a price equal to 100% of the principal amount of the 2027 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date, plus the applicable make-whole premium. In addition, beginning on April 1, 2022, the Issuers may redeem all or a part of the 2027 Notes at a redemption price equal to 102.437% of the principal amount redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. The redemption price decreases to 101.218%, 100.609% and 100.000% of the principal amount redeemed on April 1 2023, April 1, 2024 and April 1, 2025, respectively. In addition, at any time prior to April 1, 2020, the Issuers may, at their option, redeem up to 40% of the aggregate principal amount of the 2027 Notes issued under the Indenture with the proceeds of certain equity offerings at a redemption price of 104.875% of the principal amount thereof, plus accrued and unpaid interest.

### *Repurchase at the Option of Holders*

Upon the occurrence of a change of control triggering event or upon the sale of certain assets in which Issuer and its restricted subsidiaries do not apply the proceeds as required, the holders of the Notes will have the right to require the Issuers to make an offer to repurchase each holder's Notes at a price equal to 101% (in the case of a change of control triggering event) or 100% (in the case of an asset sale) of their principal amount, plus accrued and unpaid interest.

### *Covenants; Events of Default*

The Indenture contains covenants that, among other things, limit the ability of the Issuer and its restricted subsidiaries to incur additional indebtedness or issue certain preferred shares, pay dividends, redeem stock or make other distributions, make certain investments, sell or transfer certain assets, create liens, consolidate, merge, sell or otherwise dispose of all or substantially all of the Issuer's assets, enter into certain transactions with affiliates, and designate subsidiaries as unrestricted subsidiaries. These covenants are subject to a number of important exceptions and qualifications. Neither Parent nor the Company is subject to the restrictive covenants of the Indenture. The Notes also contain customary events of default, the occurrence of which could result in the principal of and accrued interest on the Notes to become or be declared due and payable.

### *Registration Rights Agreement*

On March 16, 2017, the Issuers, the Company and other guarantors of the Notes, and Goldman, Sachs & Co., on behalf of the several initial purchasers of the Notes (the "Initial Purchasers"), entered into a Registration Rights Agreement with respect to the Notes (the "Registration Rights Agreement"). In the Registration Rights Agreement, the Issuers and the guarantors have agreed that they will use their respective commercially reasonable efforts to (i) file a registration statement on an appropriate registration form with respect to a registered offer to exchange the Notes for new notes, with terms substantially identical in all material respects to the Notes and (ii) cause the exchange offer registration statement to be declared effective under the Securities Act.

The Issuers and the guarantors have agreed to use their commercially reasonable efforts to cause the exchange offer to be consummated or, if required, to have one or more shelf registration statements declared effective, within 450 days after the issue date of the Notes. If the Issuers and the guarantors fail to satisfy this obligation (a "registration default"), the annual interest rate on each series of Notes will increase by 0.25% for the first 90-day period immediately following the occurrence of the registration default. The annual interest rate on each series of Notes will increase by an additional 0.25% for each subsequent 90-day period during which the registration default continues, up to a maximum additional interest rate of 1.0% per annum. If the registration default is corrected, the interest rate on each series of Notes will revert to the original level.

If the Issuers must pay additional interest, they will pay holders of the Notes in cash on the same dates that the Issuers make other interest payments on the Notes, until the registration default is corrected.

### *Credit Agreement Amendment*

On March 16, 2017, the Issuer entered into Amendment No. 3 (the "Amendment") to the Credit Agreement dated as of October 25, 2013 (as amended by that certain Amendment No. 1 to the Credit Agreement dated as of August 18, 2016 and as further amended by that certain Amendment No. 2 to the Credit Agreement dated as of November 21, 2016, the "Credit Agreement"). After giving effect to the Amendment, the aggregate principal amount of term B-2 loans outstanding under the Credit Agreement will equal \$3,958.9 million (the "Repriced Term Loans"), including incremental term B-2 loans incurred pursuant to the Amendment to refinance all of the term B-1 loans outstanding immediately prior to giving effect to the Amendment. The Repriced Term Loans provide for substantially the same terms as the outstanding term B-2 loans, which mature on October 25, 2023, except that the Repriced Term Loans

(i) provide for a reduced applicable margin on LIBOR rate loans of 2.00% and a reduced applicable margin on base rate loans of 1.00% and a LIBOR floor of 0.00%; (ii) provide for a premium of 1.00% of the aggregate principal amount of any Repriced Term Loans prepaid as a result of certain repricing transactions occurring within six months of the effective date of the Amendment; and (iii) are subject to periodic amortization payments to be made on the last business day of each quarter in installments in an aggregate principal amount equal to 0.25% of the original principal amount of the Repriced Term Loans (which amounts shall be reduced given the application of prepayments on the Repriced Term Loans in order of priority required pursuant to the Repriced Term Loans), with the remaining amount payable on the applicable maturity date with respect to such Repriced Term Loans.

Certain of the Initial Purchasers and participants in the Credit Agreement and their respective affiliates have engaged in, and may in the future engage in, investment banking, advisory roles and other commercial dealings in the ordinary course of



business with the Company or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, certain of the Initial Purchasers or their respective affiliates may receive a portion of the net proceeds from the offering of the Notes that was used to redeem the Company's 2021 Notes. Blackstone Advisory Partners L.P., one of the Initial Purchasers, is also an affiliate of The Blackstone Group L.P. (Blackstone). Blackstone and its affiliates own approximately 15% of the Company's outstanding common stock. Affiliates of certain other Initial Purchasers are also stockholders of the Company.

Each of the foregoing descriptions of the Indenture, the Notes, the Registration Rights Agreement and the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of each of such documents, which are filed as Exhibits 4.1, 4.2, 4.3 and 10.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 1.02. Termination of Material Definitive Agreement.**

On March 22, 2017, the Issuers completed the redemption in full of all of the \$1,500 million aggregate principal amount of issued and outstanding 2021 Notes at a redemption price of 102.813% of the outstanding aggregate principal amount, plus accrued and unpaid interest to, but excluding, the redemption date. As a result, the indenture, dated as of October 4, 2013 (as amended and supplemented from time to time, the 2021 Notes Indenture), by and among the Issuers, the Company and other guarantors party thereto, and Wilmington Trust, National Association, as trustee, was satisfied and discharged and the Issuers and guarantors have no further obligations under the 2021 Notes, the related guarantees or the 2021 Notes Indenture.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information contained in Item 1.01 concerning the Issuer's direct financial obligations under the Notes is incorporated by reference in this Item 2.03.

**Item 7.01. Regulation FD Disclosure.**

As an update to a previous announcement, at this time the Company has elected to retain its existing corporate entity name of Hilton Worldwide Holdings Inc.

The information in this Current Report on Form 8-K furnished pursuant to Item 7.01 of Form 8-K shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing. The furnishing of such information in this Current Report on Form 8-K pursuant to Item 7.01 of Form 8-K will not be deemed an admission as to its materiality.

**Item 9.01 Financial Statements and Exhibits  
(d) Exhibits.**

**Exhibit**

<b>No.</b>	<b>Description</b>
4.1	Indenture, dated as of March 16, 2017, by and among Hilton Worldwide Finance LLC, Hilton Worldwide Finance Corp., the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee.
4.2	Form of 4.625% Senior Note due 2025 (included in Exhibit 4.1).
4.3	Form of 4.875% Senior Note due 2027 (included in Exhibit 4.1).
4.4	Registration Rights Agreement, dated as of March 16, 2017, by and among Hilton Worldwide Finance LLC, Hilton Worldwide Finance Corp., the guarantors party thereto and Goldman, Sachs & Co., on behalf of the initial purchasers.
10.1	Amendment No. 3, dated as of March 16, 2017, to the Credit Agreement, dated as of October 25, 2013 (as amended by that certain Amendment No. 1 to the Credit Agreement dated as of August 18, 2016 and as further amended by that certain Amendment No. 2 to the Credit Agreement dated as of November 21, 2016), by and among Hilton Worldwide Holdings Inc., Hilton Worldwide Parent LLC, Hilton Worldwide Finance LLC, the other guarantors party thereto from time to time, Deutsche Bank AG New York Branch as administrative agent, collateral agent, swing line lender and L/C issuer and the other lenders party thereto from time to time.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HILTON WORLDWIDE HOLDINGS INC.

By: /s/ KEVIN J. JACOBS

Name: Kevin J. Jacobs

Title: Executive Vice President and Chief  
Financial Officer

Date: March 22, 2017

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**EXHIBIT INDEX****Exhibit**

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