424B2 1 d467748d424b2.htm FINAL PROSPECTUS

Table of Contents

A filing fee of $136,40
of debt securities

PROSPECTUS SUPPLEMENT
(To prospectus dated May 22, 2012)

$1,000,000,000

Jefferies

Jefferies Group, Inc.

$600,000,000 5.125% SENIOR NOTES DUE 2023
$400,000,000 6.50% SENIOR NOTES DUE 2043

We are offering $600,000,000 aggregate principal amount of our 5.125% Senior Notes due 2023 (the "2023 Notes") and $400, amount of our 6.50% Senior Notes due 2043 (the "2043 Notes" and, together with the 2023 Notes, the "Notes").

Maturity – The 2023 Notes will mature on January 20, 2023 and the 2043 Notes will mature on January 20, 2043.

Interest – We will pay interest on the Notes in cash semi-annually in arrears on January 20 and July 20 of each year, beginning

Ranking – The Notes will be our senior unsecured obligations and will rank equally with our other senior unsecured indebtednes

Optional Redemption – We may redeem some or all of the Notes at any time at the redemption price described in this prospec

The Notes will be issued only in registered form in denominations of $5,000 and integral multiples of $1,000 in excess of $5,000

Investing in the Notes involves risks that are described in the "Risk Factors" section beginning on page S-4 of this pr

	PUBLIC OFFERING PRICE (1)	UNDERWRITING DISCOUNT
Per 2023 Note	99.721%	0.450%

2023 Notes Total	$	598,326,000	$	2,700,000
Per 2043 Note		98.790%		0.875%
2043 Notes Total	$	395,160,000	$	3,500,000

(1) *Plus accrued interest from January 18, 2013, if settlement occurs after that date.*

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representatio offense.

Jefferies Group, Inc. may use this prospectus supplement in the initial sale of the Notes. In addition, Jefferies & Company, Inc. Group, Inc. may use this prospectus supplement in a market-making transaction in a Note after its initial sale. ***Unless Jefferies the purchaser otherwise in the confirmation of sale, this prospectus supplement is being used in a market-making tra***

The underwriters expect to deliver the Notes in book-entry form only through The Depository Trust Company, including for the a Clearstream, against payment in New York, New York on January 18, 2013.

Jefferies

Prospectus supplement dated January 15, 2013.

Table of Contents

TABLE OF CONTENTS

Prospectus Supplement

Important Notice About Information in this Prospectus Supplement and the Accompanying Prospectus
Special Note on Forward-Looking Statements
Prospectus Supplement Summary
Risk Factors
Use of Proceeds
Capitalization
Description of the Notes
Material United States Federal Income Tax Considerations
Underwriting
Conflict of Interest
Legal Matters
Experts
Where You Can Find More Information
Incorporation of Certain Information by Reference

Prospectus

SUMMARY
RISK FACTORS
WHERE YOU CAN FIND MORE INFORMATION
INCORPORATION OF CERTAIN INFORMATION BY REFERENCE
JEFFERIES GROUP, INC.
DESCRIPTION OF SECURITIES WE MAY OFFER
- Debt Securities
- Convertible Debt Securities
- Warrants
- Preferred Stock
- Depositary Shares
- Purchase Contracts
- Units
- Common Stock

FORM, EXCHANGE AND TRANSFER
BOOK-ENTRY PROCEDURES AND SETTLEMENT
RATIO OF EARNINGS TO FIXED CHARGES
USE OF PROCEEDS
PLAN OF DISTRIBUTION
CONFLICTS OF INTEREST

MARKET-MAKING RESALES BY AFFILIATES
MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS
CERTAIN ERISA CONSIDERATIONS
LEGAL MATTERS
EXPERTS

**You should rely only on the information contained in or incorporated by reference in this prospectus supplement and
We have not authorized anyone to provide you with different information. We are not making an offer of these securit
is not permitted. You should not assume that the information contained in this prospectus supplement or the accomp
as of any date later than the date on the front of this prospectus supplement.**

Table of Contents

IMPORTANT NOTICE ABOUT INFORMATION IN THIS PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS

This document is in two parts. The first part is the prospectus supplement, which describes the specific terms of the Notes bei base prospectus, gives more general information, some of which may not apply to the Notes being offered. Generally, when we are referring to both parts combined, and when we refer to the accompanying prospectus, we are referring to the base prospe

If the description of the Notes varies between the prospectus supplement and the accompanying prospectus, you should rely o supplement.

Table of Contents

SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus contain or incorporate by reference "forward-looking state safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. T are not statements of historical fact and represent only our belief as of the date such statements are made. There are a variety beyond our control, which affect our operations, performance, business strategy and results and could cause actual reported re materially from the performance and expectations expressed in these forward-looking statements. These factors include, but a volatility, actions and initiatives by current and future competitors, general economic conditions, controls and procedures relatin effects of current, pending and future legislation or rulemaking by regulatory or self-regulatory bodies, regulatory actions, and t that are outlined in this prospectus supplement and in our Annual Report on Form 10-K for the fiscal year ended November 30, and Exchange Commission, or the SEC, on January 27, 2012 and in our Quarterly Reports on Form 10-Q for the quarterly peri 2012, May 30, 2012 and August 31, 2012, filed with the SEC on April 5, 2012, July 9, 2012 and October 9, 2012, respectively. undue reliance on forward-looking statements, which speak only as of the date they are made. We do not undertake to update reflect the impact of circumstances or events that arise after the date of the forward-looking statements.

Table of Contents

PROSPECTUS SUPPLEMENT SUMMARY

In this prospectus supplement, we refer to our subsidiaries Jefferies & Company, Inc. as Jefferies, Jefferies Financial Prod International Limited as JIL.

The Company

Jefferies Group, Inc., a Delaware corporation, and its subsidiaries ("Jefferies", "we", "us" or "our") operate as a global inves insight, expertise and execution to investors, companies and governments. Jefferies provides a full range of investment bank across the spectrum of equities, fixed income, foreign exchange, futures and commodities, and also select asset and wealth Americas, Europe and Asia.

Our global headquarters and executive offices are located at 520 Madison Avenue, New York, New York 10022. We also ha in London and Hong Kong. Our primary telephone number is (212) 284-2550 and our Internet address is jefferies.com.

Merger With Leucadia National Corporation

On November 11, 2012, we and certain merger-related subsidiaries agreed to conduct a series of merger transactions wher become a wholly owned subsidiary of Leucadia National Corporation ("Leucadia"). The transactions, which are expected to c quarter of 2013, are subject to customary closing conditions, including approval by both Leucadia and Jefferies shareholders

Upon the closing of the merger Richard Handler, our Chairman and Chief Executive Officer, will become the Chief Executive O one of its Directors, and Brian Friedman, Chairman of our Executive Committee and a Director, will become Leucadia's Pres Both Mr. Handler and Mr. Friedman will remain in their current management roles at Jefferies.

Jefferies, which will be the largest business of Leucadia, will continue to operate as a full-service global investment banking f will retain a credit rating that is separate from Leucadia's. Jefferies' existing long-term debt will remain outstanding and Jeffe future, to remain an SEC reporting company, and regularly file annual, quarterly, and our periodic financial reports.

Leucadia will not assume or guarantee any of Jefferies' outstanding debt securities, but Jefferies' 3.875% Convertible Senior become convertible into common shares of Leucadia following the merger transactions. If not redeemed, Jefferies' 3.25% S Preferred Stock will be exchanged for a comparable series of convertible preferred shares of Leucadia.

Our LLC Conversion and Related Supplemental Indenture

In connection with the merger transactions, Jefferies Group, Inc. will be converted into a limited liability company, or LLC, for of Delaware. As a result, all operations, assets and liabilities, including the Notes offered hereby, will become obligations of t conversion, we have entered into a supplemental indenture to the Indenture, dated March 12, 2002, between us and The Ba previously supplemented, to change the definition of "corporation" to include limited liability companies formed under the laws have also changed the definitions of "Board of Directors," "Capital Stock" and "Voting Stock" in the Indenture to include the c and membership interests in such a limited liability company.

Table of Contents

Recent Developments

On December 18, 2012, we announced financial results for our fiscal fourth quarter and year ended November 30, 2012. Hig ended November 30, 2012, versus the three months ended November 30, 2011 included:

- Net revenues of $769 million, an increase of 39% from the prior year quarter of $554 million, which included a gai Capital of $151.9 million; and
- Net earnings to common shareholders of $72 million.

Highlights for the year ended November 30, 2012, versus the year ended November 30, 2011 included:

- Record fiscal year net revenues of $3.0 billion, up 18% from the prior year period of $2.6 billion; and
- Net earnings to common shareholders of $282 million.

Table of Contents

THE OFFERING

The summary below contains basic information about the Notes. It does not contain all the information that is important to yo understanding of the Notes, please refer to the section of this prospectus supplement entitled “Description of the Notes” and

Issuer	Jefferies Group, Inc., a Delaware corporation.
Securities Offered	$600,000,000 aggregate principal amount of our 5.125% Senior $400,000,000 aggregate principal amount of our 6.50% Senior N
Maturity	The 2023 Notes will mature on January 20, 2023 and the 2043 N 2043
Issue Date	January 18, 2013
Interest	Interest will accrue on the 2023 Notes at a rate of 5.125% per y the 2043 Notes at a rate of 6.50% per year from the issue date, semi-annually in arrears on January 20 and July 20 of each year,
Ranking	The Notes will be our senior unsecured obligations and will rank all of our other senior unsecured indebtedness.
Optional Redemption	We may redeem some or all of the Notes at any time prior to ma described in this prospectus supplement. See “Description of the
Covenants	The Indenture governing the Notes contains certain covenants. S Covenants.”
Use of Proceeds	We intend to use approximately $250 million of the proceeds of t 5.875% senior notes due 2014 and approximately $350 million o required redemption by Jefferies High Yield Holdings, LLC of two non-controlling membership interests, which are indirectly held by other investors. We intend to use the remaining proceeds for ge including the further development and diversification of our busine Proceeds.”
Conflict of interest	Jefferies & Company, Inc., our broker-dealer subsidiary, and Kni which is deemed to be an affiliate of ours for purposes of FINRA FINRA and will both participate in the distribution of the Notes be use approximately $350 million of the proceeds of this offering to Jefferies High Yield Holdings, LLC of two series of its outstandin interests, which are indirectly held by our executives, employees

the offering is subject to the provisions of FINRA Rule 5121 relat
will be conducted in accordance with the requirements of Rule 51

Table of Contents

RISK FACTORS

In addition to the other information contained and incorporated by reference in this prospectus supplement and the accompar section entitled "Risk Factors" in our Annual Report on Form 10-K filed with the SEC on January 27, 2012, you should consid before deciding to purchase the Notes.

Risks Associated with the Company

We have agreed to conduct a series of merger transactions whereby Jefferies Group, Inc. would become a wholly ow

On November 11, 2012, we and certain merger-related subsidiaries agreed to conduct a series of merger transactions whereb become a wholly owned subsidiary of Leucadia. The transactions, which are expected to close during the first quarter of 2013, conditions, including approval by both Leucadia and Jefferies shareholders. As part of the transactions, we will be converted fr liability company organized under the laws of the State of Delaware. Leucadia will not assume or guarantee any of Jefferies' ou Jefferies' 3.875% Convertible Senior Debentures due 2029 will become convertible into common shares of Leucadia following t redeemed, Jefferies' 3.25% Series A Convertible Cumulative Preferred Stock will be exchanged for a comparable series of cor Leucadia. Jefferies will retain a credit rating that is separate from Leucadia's.

In addition to approval by both Leucadia and Jefferies shareholders, the closing of the transactions is subject to a number of ot completion and timing of the completion of the transactions uncertain. If the transactions are not completed on a timely basis, o adversely affected and, without realizing any of the benefits of having completed the transactions, we will be subject to a numb

- we will be required to pay our costs relating to the transactions, such as legal, accounting, financial advisory and pri transactions are completed;
- time and resources committed by our management to matters relating to the transactions could otherwise have bee beneficial opportunities;
- the market price of our common stock could decline to the extent that the current market price reflects a market ass be completed; and
- if the merger agreement is terminated and our board of directors seeks another business combination, our stockhol be able to find a party willing to enter into a merger agreement on terms equivalent to or more attractive than the te connection with the transactions.

Risks Associated with the Offering

In the absence of an active trading market for the Notes, you may not be able to resell them.

We can offer no assurance as to the liquidity of the market for the Notes, your ability to sell the Notes or the price at which you trading prices of the Notes will depend on many factors, including, among other things, prevailing interest rates, our operating r market for similar securities. We do not intend to list the Notes on any securities exchange. Jefferies & Company, Inc. has advis make a market in the Notes. However, Jefferies & Company, Inc. is not obligated to do so and it may discontinue any market m

We may redeem the Notes before maturity, and you may be unable to reinvest the proceeds at the same or a higher ra

We may redeem all or a portion of the Notes at any time. The redemption price will equal the principal amount being redeemed redemption date, plus an amount described under "Description of the Notes." If a redemption occurs, you may be unable to rei redemption at a rate that is equal to or higher than the rate of return on the Notes.

Table of Contents

The Notes will be effectively subordinated to liabilities of our subsidiaries.

The Notes will be the obligations of Jefferies Group, Inc. exclusively and will not be guaranteed by any of our subsidiaries or se assets. Jefferies Group, Inc. is a holding company. We conduct almost all of our operations through our subsidiaries and a sign assets are held by our subsidiaries. Accordingly, our cash flow and our ability to service debt, including the Notes, is in large pa operations of our subsidiaries and upon the ability of our subsidiaries to provide us cash (whether in the form of dividends, loans in respect of our obligations, to pay any amounts due on the Notes or to make any funds available to pay such amounts. In add distributions from our subsidiaries to us are subject to restrictions imposed by law, including minimum net capital requirements, operations of such subsidiaries and are subject to various business considerations.

The Notes will be effectively subordinated as a claim against the assets of our subsidiaries to all existing and future liabilities of indebtedness, guarantees, customer and counterparty obligations, trade payables, lease obligations and letter of credit obligati rights of our creditors, including the holders of the Notes, to participate in the assets of any subsidiary upon its liquidation or rec prior claims of its creditors, except to the extent that we or they may be a creditor with recognized claims against the subsidiar

Changes in our credit ratings may affect the trading value of the Notes.

Our credit ratings are an assessment of our ability to pay our obligations. Consequently, real or anticipated changes in our cred value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or with rating organization. No person is obligated to maintain any rating on the Notes, and, accordingly, we cannot assure you that the not be lowered or withdrawn by the assigning rating organization at any time thereafter.

Table of Contents

USE OF PROCEEDS

We estimate that the aggregate net proceeds from the issuance and sale of the Notes, after deducting the underwriting discou offering, will be approximately $986,936,000. We intend to use approximately $250 million of the proceeds to pre-fund our 5.87 approximately $350 million of the proceeds to fund the required redemption by Jefferies High Yield Holdings, LLC of two series membership interests, which are indirectly held by our executives, employees and other investors. We and a subsidiary of Leuc securities of this entity, which serves as the holding company for our high yield division. We intend to use the remaining proceed including the further development and diversification of our businesses.

Table of Contents

CAPITALIZATION

The following table sets forth our capitalization as of August 31, 2012 on an actual basis and as adjusted to give effect to the s

(UNAUDITED, IN THOUSANDS)	
Unsecured long-term debt:	
5.875% Senior Notes due 2014	
3.875% Senior Notes due 2015	
5.5% Senior Notes due 2016	
5.125% Senior Notes due 2018	
8.50% Senior Notes due 2019	
6.875% Senior Notes due 2021	
2.25% Euro Medium Term Notes due 2022	
6.45% Senior Debentures due 2027	
3.875% Convertible Senior Debentures due 2029	
6.25% Senior Debentures due 2036	
5.125% Senior Notes due 2023, offered hereby	
6.50% Senior Notes due 2043, offered hereby	
Total unsecured long-term debt	
Secured long-term debt:	
Credit facility, due 2014	
Total long-term debt	
Mandatorily redeemable convertible preferred stock	
Mandatorily redeemable preferred interest of consolidated subsidiaries	
Total stockholders' equity	
Total capitalization	

Table of Contents

DESCRIPTION OF THE NOTES

General

The following description of the Notes we are offering supplements, and to the extent inconsistent therewith supersedes, the de provisions of the debt securities set forth in the accompanying prospectus. We refer you to that description.

We will issue the Notes under an indenture dated as of March 12, 2002 between us and the Bank of New York Mellon, as trust supplemental indenture, dated as of July 15, 2003, and a second supplemental indenture, dated as of December 19, 2012. We with the Bank of New York Mellon.

The Notes are not listed, and we do not currently intend to list the Notes, on any securities exchange or to seek approval for th automated quotation system. We cannot assure you that an active public market for the Notes will develop. The absence of an have an adverse effect on the liquidity and value of the Notes

We may from time to time, without giving notice to or seeking the consent of the holders of the Notes, issue additional notes ha same interest rate, maturity and other terms, except for the issue price and the issue date. Any such additional notes having su Notes offered hereby, will constitute a single series with the Notes under the indenture.

Principal, Maturity and Interest

The initial aggregate principal amount of the 2023 Notes is $600,000,000 and the initial aggregate principal amount of the 2043 Notes will mature on January 20, 2023 and the 2043 Notes will mature on January 20, 2043. The Notes will bear interest at the on the cover page of this prospectus supplement.

Interest on the Notes will accrue from January 18, 2013, or from the most recent interest payment date to which interest has b pay interest on the Notes on January 20 and July 20 of each year, commencing July 22, 2013 to holders of record at the close preceding January 5 and July 5.

Interest will be calculated on the basis of a 360-day year comprising twelve 30-day months. Interest on the Notes will be paid b whose names the Notes are registered at the close of business on the applicable record date or, at our option, by wire transfer persons with a bank located in the United States. The principal of the Notes will be paid upon surrender of the Notes at the corp For so long as the Notes are represented by global notes, we will make payments of interest by wire transfer to The Depositor nominee, which will distribute payments to beneficial holders in accordance with its customary procedures. We will not pay add described in “Description of Debt Securities—Payment of Additional Amounts.”

The Notes are not entitled to any sinking fund. The provisions of the indenture described in the accompanying prospectus under —Defeasance” will apply to the Notes.

Ranking

The Notes will be senior unsecured obligations, each ranking equally with all of our existing and future senior indebtedness and indebtedness.

Optional Redemption

The Notes will be redeemable, in whole at any time or in part from time to time, at our option at a redemption price equal to the

(i) 100% of the principal amount of the Notes to be redeemed; or

Table of Contents

(ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any suc interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360 30-day months) at the Treasury Rate (as defined below),

plus 50 basis points with respect to each of the 2023 Notes and the 2043 Notes, in each case, plus accrued interest thereon to

Notwithstanding the foregoing, installments of interest on Notes that are due and payable on interest payment dates falling on o payable on the interest payment date to the registered holders as of the close of business on the relevant record date accordin

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity of the Notes to be redeemed that would be utilized, at the time of selection in accordance with customary financial practice, in p debt securities of comparable maturity to the remaining term of the Notes.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer tha Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such

"Quotation Agent" means the Reference Treasury Dealer appointed by us.

"Reference Treasury Dealer" means (i) Jefferies & Company, Inc. (or its affiliates that are Primary Treasury Dealers) and their however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Prima substitute therefore another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, th Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its princip trustee by such reference treasury dealer at 5:00 p.m., New York City time, on the third business day preceding such redempti

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to m Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equa of such redemption date.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each registe redeemed. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accru called for redemption. If less than all the Notes are to be redeemed, the Notes shall be selected by the Trustee by a method th

Covenants

Limitations on Liens. The indenture provides that we will not, and will not permit any material subsidiary to, incur, issue, assum for borrowed money if such indebtedness is secured by a pledge of, lien on, or security interest in any shares of common stock providing that each series of senior debt securities and, at our option, any other indebtedness ranking equally and ratably with s equally and ratably with (or prior to) such other secured indebtedness. The indenture defines material subsidiary to be any subs of our consolidated net worth as of the date of determination.

Table of Contents

Limitations on Transactions with Affiliates. The indenture provides that we will not, and will not permit any subsidiary to, sell, le of any of our or its properties or assets to, or purchase any property or asset from, or enter into any transaction, contract, agr advance or guarantee with, or for the benefit of, any affiliate of ours unless:

- the transaction with the affiliate is made on terms no less favorable to us or the subsidiary than those that would hav transaction with an unrelated person; and
- in the case of any affiliate transaction involving consideration in excess of $25 million in any fiscal year, we deliver to effect that our board of directors has determined that the transaction complies with the requirements described in th transaction has been approved by a majority of the disinterested members of our board of directors.

This covenant will not apply to any employment agreement entered into in the ordinary course of business and consistent with p between or among us and our subsidiaries or to transactions entered into prior to the date the Notes are issued.

Limitations on Mergers and Sales of Assets. The indenture provides that we will not merge or consolidate or transfer or lease entirety, and another person may not transfer or lease its assets substantially as an entirety to us, unless:

- either (1) we are the continuing corporation, or (2) the successor corporation, if other than us, is a U.S. corporation supplemental indenture the obligations evidenced by the securities issued pursuant to the indenture; and
- immediately after the transaction, there would not be any default in the performance of any covenant or condition of

As defined in the Indenture, the word “corporation” includes limited liability companies formed under the laws of Delaware or Ne entities which are not business corporations.

In the event of any transaction described in and complying with the conditions listed in this covenant in which we are not the cor person formed or remaining or to which such transfer is made shall succeed to, and be substituted for, and may exercise every would be discharged from all obligations and covenants under the indenture and the Notes. We have amended this covenant to subsidiary which is a business corporation as a co-obligor on debt securities issued under the indenture if the successor person

Book-Entry, Delivery and Form

We have obtained the information in this section concerning DTC, Clearstream, Euroclear and the book-entry system and proce believe to be reliable, but we take no responsibility for the accuracy of this information.

The Notes will be issued as fully-registered global notes which will be deposited with, or on behalf of, The Depository Trust Co we refer to as “DTC,” and registered, at the request of DTC, in the name of Cede & Co. Beneficial interests in the global notes book-entry accounts of financial institutions acting on behalf of beneficial owners as direct or indirect participants in DTC. Invest interests in the global notes through either DTC (in the United States) or (in Europe) through Clearstream Banking S.A., or “Cle through Euroclear Bank S.A./N.V., as operator of the Euroclear System, or “Euroclear.” Investors may hold their interests in the participants of such systems, or indirectly through organizations that are participants in these systems. Clearstream and Eurocl their participants through customers’ securities accounts in Clearstream’s and Euroclear’s names on the books of their respecti hold these interests in customers’ securities accounts in the depositaries’ names on the books of DTC. Citibank, N.A. will act as JPMorgan Chase Bank will act as depositary for Euroclear. We will refer to Citibank and JPMorgan Chase Bank in these capac Beneficial interests in the global notes

Table of Contents

will be held in denominations of $5,000 and integral multiples of $1,000 in excess thereof. Except as set forth below, the global and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Notes represented by a global note can be exchanged for definitive notes, in registered form only if:

- DTC notifies us that it is unwilling or unable to continue as depositary for that global note and we do not appoint a su after receiving that notice;
- at any time DTC ceases to be a clearing agency registered under the Securities Exchange Act of 1934 and we do n within 90 days after becoming aware that DTC has ceased to be registered as a clearing agency;
- we in our sole discretion determine that global note will be exchangeable for definitive notes, in registered form and or
- an event of default with respect to the Notes represented by that global note, has occurred and is continuing.

A global note that can be exchanged as described in the preceding sentence will be exchanged for definitive notes, issued in de multiples of $1,000 in excess thereof in registered form for the same aggregate amount. The definitive notes will be registered beneficial interests in the global note as directed by DTC.

We will make principal and interest payments on all Notes represented by a global note to the paying agent which in turn will ma nominee, as the sole registered owner and the sole holder of the Notes represented by the global note, for all purposes under t trustee and any paying agent will have no responsibility or liability for:

- any aspect of DTC's records relating to, or payments made on account of, beneficial ownership interests in a Note r
- any other aspect of the relationship between DTC and its participants or the relationship between those participants interests in a global note held through those participants; or
- the maintenance, supervision or review of any of DTC's records relating to those beneficial ownership interests.

DTC has advised us that its current practice is to credit participants' accounts on each payment date with payments in amounts beneficial interests in the principal amount of the global note as shown on DTC's records, upon DTC's receipt of funds and corr underwriter will initially designate the accounts to be credited. Payments by participants to owners of beneficial interests in a gl standing instructions and customary practices, as is the case with securities held for customer accounts registered in "street na responsibility of those participants. Book-entry notes may be more difficult to pledge because of the lack of a physical note.

DTC

So long as DTC or its nominee is the registered owner of a global note, DTC or its nominee, will be considered the sole owner represented by that global note for all purposes of the indenture. Owners of beneficial interests in the Notes will not be entitled their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not be considered the indenture. Accordingly, each person owning a beneficial interest in a global note must rely on the procedures of DTC and, if participant, on the procedures of the participant through which that person owns its interest, to exercise any rights of a holder o jurisdictions require that certain purchasers of securities take physical delivery of the securities in certificated form. These laws beneficial interests in a global note. Beneficial owners may experience delays in receiving distributions on their notes since distr DTC and must then be transferred through the chain of intermediaries to the beneficial owner's account.

Table of Contents

We understand that, under existing industry practices, if we request holders to take any action, or if an owner of a beneficial int take any action which a holder is entitled to take under the indenture, then DTC would authorize the participants holding the rele that action and those participants would authorize the beneficial owners owning through such participants to take that action or instructions of beneficial owners owning through them.

Beneficial interests in a global note will be shown on, and transfers of those ownership interests will be effected only through, r participants for that global note. The conveyance of notices and other communications by DTC to its participants and by its par interests in the Notes will be governed by arrangements among them, subject to any statutory or regulatory requirements in eff

DTC has advised us that it is a limited-purpose trust company organized under the New York banking law, a "banking organizati York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Unif "clearing agency" registered under the Securities Exchange Act of 1934.

DTC holds the securities of its participants and facilitates the clearance and settlement of securities transactions among its par electronic book-entry changes in accounts of its participants. The electronic book-entry system eliminates the need for physical include securities brokers and dealers, including the underwriter, banks, trust companies, clearing corporations and certain othe and/or their representatives, own DTC. Banks, brokers, dealers, trust companies and others that clear through or maintain a cu participant, either directly or indirectly, also have access to DTC's book-entry system. The rules applicable to DTC and its parti Securities and Exchange Commission.

DTC has advised us that the above information with respect to DTC has been provided to its participants and other members o informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

Clearstream

Clearstream has advised us that it is incorporated under the laws of Luxembourg as a professional depositary. Clearstream hol organizations, or "Clearstream Participants," and facilitates the clearance and settlement of securities transactions between Cle electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of c to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internati securities lending and borrowing. Clearstream interfaces with domestic securities markets in several countries. As a profession subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (Commission de Surveillance d Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks corporations and certain other organizations and may include the underwriter. Clearstream's U.S. Participants are limited to sec banks. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that cle relationship with a Clearstream Participant either directly or indirectly.

Distributions with respect to notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Partic and procedures, to the extent received by the U.S. Depositary for Clearstream.

Euroclear

Euroclear has advised us that it was created in 1968 to hold securities for participants of Euroclear, or "Euroclear Participants," transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby elim movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear performs various ot lending and borrowing and interacts with domestic markets in several countries. Euroclear is operated by

Table of Contents

Euroclear Bank S.A./N.V., or the "Euroclear Operator," under contract with Euroclear plc, a U.K. corporation. All operations are Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operat establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks, including central bank and other professional financial intermediaries and may include the underwriter. Indirect access to Euroclear is also available to maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is a Belgian bank. As such it is regulated by the Belgian Banking and Finance Commission.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Gove related Operating Procedures of the Euroclear System, and applicable Belgian law, which we will refer to in this prospectus sup Conditions." The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and c of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Partici relationship with persons holding through Euroclear Participants.

Distributions with respect to notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Particip and Conditions, to the extent received by the U.S. Depositary for Euroclear.

Euroclear has further advised us that investors that acquire, hold and transfer interests in the Notes by book-entry through acco or any other securities intermediary are subject to the laws and contractual provisions governing their relationship with their inte contractual provisions governing the relationship between such an intermediary and each other intermediary, if any, standing bet notes.

Global Clearance and Settlement Procedures

Initial settlement for the Notes will be made in immediately available funds. Secondary market trading between DTC participant accordance with DTC rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System between Clearstream Participants and/or Euroclear Participants will occur in the ordinary way in accordance with the applicable Clearstream and Euroclear and will be settled using the procedures applicable to conventional eurobonds in immediately availab

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly th Euroclear Participants, on the other, will be effected through DTC in accordance with DTC rules on behalf of the relevant Europ by its U.S. Depositary; however, such cross-market transactions will require delivery of instructions to the relevant European int counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). T clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. Depositary to take actio behalf by delivering or receiving notes through DTC, and making or receiving payment in accordance with normal procedures fo applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to their respective

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

Table of Contents

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of notes amo Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedur discontinued at any time. Neither we nor the paying agent will have any responsibility for the performance by DTC, Euroclear or direct or indirect participants of their obligations under the rules and procedures governing their operations.

Table of Contents

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

This section describes the material United States federal income tax consequences of owning the Notes we are offering. It app
Notes in the initial offering at the offering price listed on the cover page hereof and that holds its Notes as capital assets within
Internal Revenue Code of 1986, as amended (the "Code"). This section does not apply to a holder that is a member of a class
such as:

- a dealer in securities or currencies;
- a trader in securities that elects to use a mark-to-market method of accounting for its securities holdings;
- a bank or other financial institution;
- an insurance company;
- a tax-exempt organization;
- a person that owns Notes that are a hedge or that are hedged against interest rate risks;
- a person that owns Notes as part of a straddle or conversion transaction for tax purposes;
- a United States holder (as defined below) whose functional currency for tax purposes is not the U.S. dollar; or
- except as specifically noted, a United States alien holder (as defined below) that holds the Notes in connection with

Moreover, this summary does not address the United States federal estate and gift tax or alternative minimum tax consequence

This section is based on the Code, its legislative history, existing and proposed Treasury regulations under the Code, published
currently in effect. These laws are subject to change, possibly on a retroactive basis. This discussion does not address any tax
state, local or foreign law.

If a partnership or an entity treated as a partnership holds the Notes, the United States federal income tax treatment of a partn
status of the partner and the tax treatment of the partnership. A partner in a partnership or an entity treated as a partnership ho
tax advisor with regard to the United States federal income tax treatment of an investment in the Notes.

The discussion in this section is based in part on our determination that there is no more than a remote likelihood that we would
Notes in circumstances where the amount that we would have to pay in redemption was based on the sum of the present value
payments of interest and principal on the Notes, and that there is more than a remote likelihood that we will exercise our right t
circumstances where the amount that we would have to pay would equal 100% of the principal amount of the Notes, plus accru
redemption. Our determination that there is no more than a remote likelihood that we would redeem the Notes in circumstances
to pay in redemption is based on the present values of the remaining scheduled payments of interest and principal on the Notes
unless a holder discloses to the Internal Revenue Service, in the manner required by applicable Treasury regulations, that the h
It is possible that the Internal Revenue Service may take a different position regarding the remoteness of the likelihood of reden
position of the Internal Revenue Service were sustained, the timing, amount and character of income recognized with respect to
different than described herein, and a holder may be required to recognize income significantly in excess of payments received
interest income all or a portion of any gain recognized on a disposition of a Note. This discussion assumes that the Internal Rev
different position, or, if it takes a different position, that such position will not be sustained. Prospective purchasers should cons
tax considerations that relate to the likelihood of redemption.

Holders considering the purchase of Notes should consult their own tax advisors concerning the consequences of purchasing in their particular circumstances under the Code and the laws of any other taxing jurisdiction.

Table of Contents

United States Holders

This subsection describes the tax consequences to a United States holder. A holder is a United States holder if that holder is a or is treated for United States federal income tax purposes as:

- a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States or any State thereof or the District of Colum
- an estate whose income is subject to United States federal income tax regardless of its source; or
- a trust if (i) a United States court can exercise primary supervision over the trust's administration and one or more U authorized to control all substantial decisions of the trust or (ii) the trust was in existence on August 20, 1996 and ha as a United States person.

Holders that are not United States holders should refer to "—United States Alien Holders" below.

Payments of Interest. We expect that the first price at which a substantial amount of the Notes is sold to persons (other than bo persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) will equal the stated principal which is a *de minimis* discount thereto. If that is the case, stated interest payments on the Notes generally will be taxable as or interest accrues or is received, in accordance with a holder's regular method of accounting for United States federal income tax

Purchase, Sale and Retirement of the Notes. A holder's tax basis in a Note will generally be the cost of the Note. A holder gen loss on the sale, retirement or other taxable disposition of a Note equal to the difference between the amount realized on the sa disposition and the holder's tax basis in the Note. A holder will recognize capital gain or loss at the time of such sale, retirement except that proceeds attributable to accrued but unpaid interest will be recognized as ordinary interest income to the extent tha included the accrued interest in income. Capital gain of a noncorporate United States holder is currently taxed at reduced rates period greater than one year. The deductibility of capital losses is subject to limitations.

Additional Tax on Investment Income

On March 30, 2010, President Obama signed into law the Health Care and Education Reconciliation Act of 2010. This legislatio estates and trusts to pay a 3.8% Medicare surtax on "net investment income" (in the case of individuals) or "undistributed net in estates or trusts) including, among other things, interest and proceeds of sale in respect of securities like the Notes, subject to apply for taxable years beginning after December 31, 2012. Prospective purchasers of the Notes should consult with their own any, of the legislation on their ownership and disposition of the Notes.

United States Alien Holders

This subsection describes the tax consequences to a United States alien holder. A holder is a United States alien holder if that h Note and is, for United States federal income tax purposes, an individual, corporation, estate or trust that is not a United States

This subsection does not apply to a United States holder.

Subject to the discussion below under "Foreign Account Tax Compliance", under United States federal income tax law, and subj withholding below, if a holder is a United States alien holder of a Note, we and other United States paying agents (collectively re generally will not be required to deduct a 30% United States withholding tax from payments on the Notes to the holder if, in the

(a) the holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stoc

following our becoming a subsidiary of Leucadia, classes of Leucadia stock that are entitled to vote;

Table of Contents

(b) the holder is not a controlled foreign corporation that is related to us through stock ownership; and

(c) the U.S. Payor does not have actual knowledge or reason to know that the holder is a United States person and:

(i) the holder has furnished to the U.S. Payor an Internal Revenue Service Form W-8BEN or an acceptable substitute form under penalties of perjury, that the holder is (or, in the case of a United States alien holder that is an estate or trust, such f beneficiary of the estate or trust is) a non-United States person;

(ii) the U.S. Payor has received a withholding certificate (furnished on an appropriate Internal Revenue Service Form W-8 from a person claiming to be:

(A) a withholding foreign partnership (generally a foreign partnership that has entered into an agreement with the Int primary withholding responsibility with respect to distributions and guaranteed payments it makes to its partners);

(B) a qualified intermediary (generally a non-United States financial institution or clearing organization or a non-Unite United States financial institution or clearing organization that is a party to a withholding agreement with the Internal

(C) a U.S. branch of a non-United States bank or of a non-United States insurance company, that has agreed to be for withholding purposes,

and the withholding foreign partnership, qualified intermediary or U.S. branch has received documentation upon which it ma made to a non-United States person that is, for United States federal income tax purposes, the beneficial owner of the pay with U.S. Treasury regulations (or, in the case of a withholding foreign partnership or a qualified intermediary, in accordanc Internal Revenue Service),

(iii) the U.S. Payor receives a statement from a securities clearing organization, bank or other financial institution that holds ordinary course of its trade or business and holds the Notes on behalf of the United States alien holder,

(A) certifying to the U.S. Payor under penalties of perjury that an Internal Revenue Service Form W-8BEN or an acc received from the holder by it or by a similar financial institution between it and the holder, and

(B) to which is attached a copy of Internal Revenue Service Form W-8BEN or acceptable substitute form, or

(iv) the U.S. Payor otherwise possesses documentation upon which it may rely to treat the payments as made to a non-Un United States federal income tax purposes, the beneficial owner of the payments on the Notes in accordance with U.S. Tre

Subject to the discussion below regarding effectively connected interest, a non-United States alien holder that does not meet th subject to United States federal withholding tax at the applicable rate (currently 30%) with respect to payments of interest, unle entitled to a reduction in or an exemption from withholding tax on interest under a tax treaty between the United States and the country of residence. To claim such a reduction or exemption, a United States alien holder must generally complete an Internal and claim this exemption on the form. In some cases, a United States alien holder may instead be permitted to provide docume intermediary, or a qualified intermediary may already have some or all of the necessary evidence in its files.

Table of Contents

Interest Treated as Effectively Connected

Notwithstanding the foregoing discussion and subject to the discussion below regarding backup withholding, interest on a United not be subject to United States federal withholding tax if:

- the United States alien holder is engaged in the conduct of a trade or business in the United States;
- interest income on the United States alien holder's Notes is effectively connected to the conduct of its trade or busin
- the United States alien holder has certified to the U.S. Payor on an Internal Revenue Service Form W-8ECI that it is because the interest income on its Notes will be effectively connected with the conduct of its trade or business in the

Interest income on the Notes that is treated as effectively connected with a United States alien holder's conduct of a trade or b a "permanent establishment" clause in a tax treaty applies, is attributable to a permanent establishment in the United States) w United States alien holder for regular United States federal income tax purposes and taxed at the same rates that apply to the case of a United States alien holder that is a corporation for United States federal income tax purposes, may also be subject to or such lower rate as is provided under an applicable tax treaty).

Sale or Other Disposition of the Notes

Subject to the discussion of backup withholding below and under "Foreign Account Tax Compliance", a United States alien holde United States federal income tax or withholding tax on gain recognized on the sale, retirement or other taxable disposition of a connected with a United States trade or business of such United States alien holder, and, in the case of a qualified resident of a income tax treaty with the United States, such gain is attributable to a U.S. permanent establishment of such United States alien United States alien holder who is present in the United States for 183 days or more in the taxable year of the disposition of a N conditions will be subject to United States federal income tax on any gain recognized (subject to offset by certain United States such lower rate as is provided under an applicable treaty.

Backup Withholding and Information Reporting

In general, in the case of a noncorporate United States holder, we and other payors are required to report to the Internal Reven principal, premium, if any, and interest on the Notes. In addition, we and other payors are required to report to the Internal Rev proceeds of the sale of the Notes before maturity within the United States. Additionally, backup withholding at the applicable rat payments if the holder fails to provide an accurate taxpayer identification number, or the holder is notified by the Internal Reven failed to report all interest and dividends required to be shown on the holder's federal income tax returns. In general, a holder n withheld under the U.S. backup withholding rules that exceed the holder's income tax liability by filing a timely refund claim with

In general, in the case of a United States alien holder, payments of principal, premium, if any, and interest made by us and othe subject to backup withholding and information reporting, provided that the certification requirements described above under "— satisfied or the holder otherwise establishes an exemption. However, we and other payors are required to report payments of i Revenue Service Form 1042-S even if the payments are not otherwise subject to information reporting requirements. In addition the sale of Notes effected at a United States office of a broker will not be subject to backup withholding and information reporti not have actual knowledge or reason to know that the holder is a United States person and the holder has furnished to the brok

- an appropriate Internal Revenue Service Form W-8 or an acceptable substitute form upon which the holder certifies the holder is not a United States person; or
- other documentation upon which it may rely to treat the payment as made to a non-United States person in accorda

or

Table of Contents

the holder otherwise establishes an exemption.

If a holder fails to establish an exemption and the broker does not possess adequate documentation of the holder's status as a payments may be subject to information reporting and backup withholding. However, backup withholding will not apply with resp offshore account maintained by the holder unless the broker has actual knowledge or reason to know that the holder is a United

In general, payment of the proceeds from the sale of Notes effected at a foreign office of a broker will not be subject to informa withholding. However, a sale effected at a foreign office of a broker will be subject to information reporting and backup withhold

- the proceeds are transferred to an account maintained by the holder in the United States;
- the payment of proceeds or the confirmation of the sale is mailed to the holder at a United States address; or
- the sale has some other specified connection with the United States as provided in U.S. Treasury regulations,

unless the broker does not have actual knowledge or a reason to know that the holder is a United States person and the docum above (relating to a sale of notes effected at a United States office of a broker) are met or the holder otherwise establishes an

In addition, payment of the proceeds from the sale of Notes effected at a foreign office of a broker will be subject to informatio

- a United States person;
- a controlled foreign corporation for United States tax purposes;
- a foreign person 50% or more of whose gross income is effectively connected with the conduct of a United States t three-year period; or
- a foreign partnership, if at any time during its tax year:
  - one or more of its partners are "U.S. persons," as defined in U.S. Treasury regulations, who in the aggregate or capital interest in the partnership, or
  - such foreign partnership is engaged in the conduct of a United States trade or business;

unless the broker does not have actual knowledge or a reason to know that the holder is a United States person and the docum above (relating to a sale of notes effected at a United States office of a broker) are met or the holder otherwise establishes an

Backup withholding will apply if the sale is subject to information reporting and the broker has actual knowledge or reason to kn States person. In general, a United States alien holder may obtain a refund of any amounts withheld under the U.S. backup with income tax liability by filing a timely refund claim with the Internal Revenue Service.

Foreign Account Tax Compliance

On March 18, 2010, President Obama signed the "Hiring Incentives to Restore Employment (HIRE) Act", or the HIRE Act, whic bill known as the "Foreign Account Tax Compliance Act of 2009" or "FATCA." Under FATCA, foreign financial institutions (which equity funds, mutual funds, securitization vehicles and any other investment vehicles regardless of their size) must comply with r respect to their U.S. account holders and investors or confront a new withholding tax on U.S. source payments made to them. F institution or other foreign entity that does not comply with the FATCA reporting requirements will generally be subject to a new to any "withholdable payments" made after December 31, 2012. For this purpose, withholdable payments are U.S.-source pay nonresident withholding tax and also include the entire gross proceeds from the sale of any equity or debt instruments of U.S. is withholding tax will apply

Table of Contents

even if the payment would otherwise not be subject to U.S. nonresident withholding tax (e.g., because it is capital gain treated
Code). Recent IRS guidance provides that regulations implementing this legislation will defer this withholding obligation until Jan
interest and dividends until January 1, 2017 for gross proceeds from dispositions of stock and debt. Treasury is authorized to p
FATCA withholding regime and coordinating the FATCA withholding regime with the existing nonresident withholding tax rules. F
withholdable payments made directly to foreign governments, international organizations, foreign central banks of issue and ind
to provide additional exceptions.

United States alien holders are encouraged to consult their own tax advisors regarding the possible implications of this propose
the Notes.

Table of Contents

UNDERWRITING

Subject to the terms and conditions set forth in the purchase agreements to be dated on or about January 15, 2013, between u
the several underwriters listed in the table below, for which Jefferies & Company, Inc. is acting as representative, we have agre
the underwriters have severally agreed to purchase from us, the principal amount of Notes indicated in the table below:

UNDERWRITER	PI AM 20
Jefferies & Company, Inc.	$ 4
Citigroup Global Markets Inc.	
Deutsche Bank Securities Inc.	
J.P. Morgan Securities LLC	
Natixis Securities Americas LLC	
RBC Capital Markets, LLC	
BNY Mellon Capital Markets, LLC	
HSBC Securities (USA) Inc.	
Barclays Capital Inc.	
Credit Suisse Securities (USA) LLC	
JMP Securities LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Morgan Stanley & Co. LLC	
Oppenheimer & Co. Inc.	
U.S. Bancorp Investments, Inc.	
Keefe, Bruyette & Woods, Inc.	
Knight Capital Americas, L.P.	
Rafferty Capital Markets, LLC	
Sandler O'Neill & Partners, L.P.	
Stephens Inc.	
Stifel, Nicolaus & Company, Incorporated	
Total	$ 6

Jefferies & Company, Inc. is acting as sole book-running manager of this offering and as representative of the underwriters nam

The purchase agreements provide that the obligations of the several underwriters are subject to certain conditions precedent su
underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The purchase agr
underwriters will purchase all of the respective series of Notes if any of them are purchased. If an underwriter defaults, the pur
purchase commitments of the nondefaulting underwriters may be increased or the purchase agreement may be terminated. We
underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to

underwriters may be required to make in respect of those liabilities.

The underwriters are offering the Notes subject to their acceptance of the Notes from us and subject to prior sale. The underwr cancel or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that t to any account over which they exercise discretionary authority.

Table of Contents

Commission and Expenses

The underwriters have advised us that they propose to offer the 2023 Notes and the 2043 Notes to the public at the applicable on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of 0.30% per 2023 No underwriters may allow, and certain dealers may reallow, a concession not in excess of 0.25% of the principal amount per Note After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representative. amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwr expenses, to us in connection with this offering (expressed as a percentage of the principal amount of the Notes).

	PER 2023 NOTE	2023 NOTE TOTAL	PER 20
Public offering price [(1)]	99.721%	$ 598,326,000	
Underwriting discount paid by us	0.450%	$ 2,700,000	
Proceeds to us, before expenses	99.271%	$ 595,626,000	

(1) Plus accrued interest from January 18, 2013, if settlement occurs after that date.

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions re approximately $350,000.

New Issue of Securities

The Notes are new issues of securities with no established trading market. The underwriters have advised us that they currentl Notes. However, the underwriters are not obligated to do so and may discontinue any market-making activities at any time with given as to the liquidity of the trading market for the Notes. We offer no assurances that the initial public offering price will corre Notes will trade in the public market subsequent to the offering or that an active trading market for either the 2023 Notes or the continue after the offering.

No Listing

The Notes are not listed on any securities exchange or included in any quotation system, and we do not intend to apply for such

Stabilization

The underwriters have advised us that they may engage in short sale transactions, stabilizing transactions, syndicate covering t penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of which might otherwise prevail in the open market. The underwriters must close out any short position by purchasing Notes in the

A stabilizing bid is a bid for the purchase of Notes on behalf of the underwriters for the purpose of fixing or maintaining the price covering transaction is the bid for or the purchase of Notes on behalf of the underwriters to reduce a short position incurred by the offering. Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have th the market price of the Notes or preventing or retarding a decline in the market price the Notes. As a result, the price of the No that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling a syndicate member in connection with the offering if the Notes originally sold by such syndicate member are purchased in a sy

therefore have not been effectively placed by such syndicate member.

Table of Contents

Neither we nor any of the underwriters makes any representation or prediction as to the direction or magnitude of any effect tha above may have on the price of the Notes. The underwriters are not obligated to engage in these activities and, if commenced, discontinued at any time.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on the web sites or through online services maintained by or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders onli with us to allocate a specific number of Notes for sale to online brokerage account holders. Any such allocation for online distrib underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the unde information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been a the underwriters and should not be relied upon by investors.

Certain Relationships

Jefferies Group will pay Meredith Whitney Advisory Group LLC a fee of $62,000 for advisory services in connection with this of underwriting compensation under FINRA Rule 5110.

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may inclu and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financi underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various financial a services for the issuer, for which they received or will receive customary fees and expenses. The trustee for the Notes is an aff BNY Mellon Capital Markets, LLC.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a bro actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issue their affiliates may also make investment recommendations and/or publish or express independent research views in respect of may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a relev from and including the date on which the Prospectus Directive is implemented in that relevant member state (the relevant imple described in this prospectus supplement may not be made to the public in that relevant member state prior to the publication of Notes that has been approved by the competent authority in that relevant member state or, where appropriate, approved in anc notified to the competent authority in that relevant member state, all in accordance with the Prospectus Directive, except that, v relevant implementation date, an offer of securities may be offered to the public in that relevant member state at any time:

- to any legal entity that is authorized or regulated to operate in the financial markets or, if not so authorized or regula solely to invest in securities;
- to any legal entity that has two or more of (1) an average of at least 250 employees during the last financial year; (2 than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidat
- to fewer than 100 natural or legal persons (other than qualified investors as defined below) subject to obtaining the

representatives for any such offer; or

- in any other circumstances that do not require the publication of a prospectus pursuant to Article 3 of the Prospectu

Table of Contents

Each purchaser of Notes described in this prospectus supplement located within a relevant member state will be deemed to ha agreed that it is a "qualified investor" within the meaning of Article 2(1)(e) of the Prospectus Directive.

For purposes of this provision, the expression an "offer to the public" in any relevant member state means the communication in sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchas the expression may be varied in that member state by any measure implementing the Prospectus Directive in that member stat Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each relevant member state.

The sellers of the Notes have not authorized and do not authorize the making of any offer of notes through any financial interme offers made by the underwriters with a view to the final placement of the Notes as contemplated in this prospectus supplement Notes, other than the underwriters, is authorized to make any further offer of the Notes on behalf of the sellers or the underwrit

Notice to Prospective Investors in the United Kingdom

This prospectus supplement is only being distributed to, and is only directed at, persons in the United Kingdom that are qualifie Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial S (Financial Promotion) Order 2005 (the "Order") or (ii) high net worth entities, and other persons to whom it may lawfully be com 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This prospectus supplement ar should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the Un United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

Notice to Prospective Investors in Hong Kong

The Notes may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not co the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning o Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation o may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsew contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional invest Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

The Notes offered in this prospectus supplement have not been registered under the Securities and Exchange Law of Japan. T sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan, except (i) p registration requirements of the Securities and Exchange Law and (ii) in compliance with any other applicable requirements of J

Notice to Prospective Investors in Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, th other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not b may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indire than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (Section 275(1), or any person pursuant

Table of Contents

to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each benefic who is an accredited investor,

shares, notes and units of shares and notes of that corporation or the beneficiaries' rights and interest (howsoever described) i within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the

- to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Sectio person pursuant to an offer that is made on terms that such shares, notes and units of shares and notes of that cor in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for e amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accord in Section 275 of the SFA;
- where no consideration is or will be given for the transfer; or
- where the transfer is by operation of law.

Table of Contents

CONFLICT OF INTEREST

Jefferies & Company, Inc., our broker-dealer subsidiary, is a member of FINRA and will participate in the distribution of the Not also a FINRA member and will participate in the distribution of the Notes. Because Jefferies Group, Inc. beneficially owns, direc interest in Knight Capital Americas, LLC, it is deemed to be an affiliate of Jefferies Group, Inc. for purposes of FINRA Rule 512 We intend to use approximately $350 million of the proceeds of this offering to fund the required redemption by Jefferies High Y its outstanding non-controlling membership interests, which are indirectly held by our executives, employees and other investors subject to the provisions of FINRA Rule 5121 regarding conflicts of interests and will be conducted in accordance with the requi Company, Inc. and Knight Capital Americas LLC will not confirm sales of the Notes to any account over which they exercise dis prior written specific approval of the customer.

Table of Contents

LEGAL MATTERS

The validity of the Notes has been passed on for us by Morgan, Lewis & Bockius LLP, New York, New York. Covington & Burlin counsel for the underwriters in connection with this offering. Certain partners of Morgan, Lewis & Bockius LLP hold shares of o invested in funds managed by us. Covington & Burling LLP has from time to time acted as counsel for Jefferies Group, Inc. and the future.

Table of Contents

EXPERTS

The consolidated financial statements of Jefferies Group, Inc. (the “Company”) as of November 30, 2011 and November 30, 20
November 30, 2011 and the eleven month transition period ended November 30, 2010, and the effectiveness of the Company’s
reporting as of November 30, 2011, have been audited by Deloitte & Touche LLP, an independent registered public accounting f
by reference herein and in the registration statement. Such consolidated financial statements are included in reliance upon the r
authority as experts in accounting and auditing.

The consolidated statements of earnings, changes in stockholders’ equity, comprehensive income and cash flows of the Compa
December 31, 2009, have been incorporated by reference herein and in the registration statement in reliance upon the report o
registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting
indemnify KPMG LLP with respect to legal costs and expenses they may incur as a result of their successful defense of any leg
arise as a result of their consent to include their report in our Annual Report on Form 10-K for the year ended November 30, 20

Table of Contents

WHERE YOU CAN FIND MORE INFORMATION

As required by the Securities Act of 1933, we filed a registration statement relating to the securities offered by this prospectus Commission. This prospectus is a part of that registration statement, which includes additional information.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy an Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Pu SEC at 1-800-SEC-0330. These SEC filings are also available to the public from the SEC's web site at http://www.sec.gov.

Table of Contents

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to incorporate by reference the information we file with the SEC, which means that we can disclose importa you to those documents. The information incorporated by reference is considered to be part of this prospectus. Information tha automatically update information in this prospectus. In all cases, you should rely on the later information over different informati the prospectus supplement. We incorporate by reference the documents listed below and any future filings made with the SEC 15(d) of the Securities Exchange Act of 1934 until this offering is completed:

- Annual Report on Form 10-K for the fiscal year ended November 30, 2011, filed on January 27, 2012;
- Quarterly Reports on Form 10-Q for the quarters ended February 29, 2012, May 31, 2012 and August 31, 2012, fil and October 9, 2012, respectively; and
- Current Reports on Form 8-K filed on April 24, 2012, May 10, 2012, September 21, 2012, November 13, 2012 and

All documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and b the offering of the securities described in this prospectus and the date our affiliates stop offering securities pursuant to this pros reference in this prospectus from the date of filing of such documents.

You may obtain copies of these documents, at no cost to you, from our Internet website (www.jefferies.com), or by writing or t address:

Investor Relations
Jefferies Group, Inc.
520 Madison Avenue
New York, New York 10022
(212) 284-2550

Table of Contents

PROSPECTUS

JEFFERIES GROUP, INC.

Debt Securities
Convertible Debt Securities
Warrants
Preferred Stock
Depositary Shares
Purchase Contracts
Units
Common Stock

The securities may be offered in one or more series, in amounts, at prices and on terms to be determined at the time of the off

We will provide the specific terms of these securities in supplements to this prospectus. You should read this prospectus and th supplement carefully before you invest.

Investing in the securities involves risks. See the "Risk Factors" section on page 5, as well as in our latest Annual Re Securities and Exchange Commission, which we refer to as the "SEC," and any updates to those risk factors or new subsequent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed w incorporate by reference herein.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved determined if this prospectus or any accompanying prospectus supplement is truthful or complete. Any representatio offense.

Jefferies Group, Inc. may use this prospectus in the initial sale of these securities. In addition, Jefferies & Company, Inc. or any Inc. may use this prospectus in a market-making transaction in any of these securities after its initial sale. UNLESS JEFFERIES INFORMS THE PURCHASER OTHERWISE IN THE CONFIRMATION OF SALE, THIS PROSPECTUS IS BEING USED IN A M

This prospectus is dated May 22, 2012

Table of Contents

EXPLANATORY NOTE

The prospectus contained herein relates to all of the following:

- the initial offering of debt securities, convertible debt securities, warrants, preferred stock, depositary shares, purch stock issuable by Jefferies Group, Inc.;
- the offering of such securities by the holders thereof; and
- market-making transactions from time to time in (1) the securities described above after they are initially offered an or more of the same classes that were initially registered under registration statements previously filed by the regist and sold prior to the date of the prospectus contained herein (but are now registered hereunder with respect to ong

When the prospectus is delivered to an investor in an initial or a secondary offering described above, the investor will be inform of sale or in a prospectus supplement. When the prospectus is delivered to an investor who is not so informed, it is delivered in

To the extent required, the information in the prospectus, including financial information, will be updated at the time of each offe prospectus supplement to the base prospectus will be filed.

Table of Contents

TABLE OF CONTENTS

SUMMARY

RISK FACTORS

WHERE YOU CAN FIND MORE INFORMATION

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

JEFFERIES GROUP, INC

DESCRIPTION OF SECURITIES WE MAY OFFER

- Debt Securities
- Convertible Debt Securities
- Warrants
- Preferred Stock
- Depositary Shares
- Purchase Contracts
- Units
- Common Stock

FORM, EXCHANGE AND TRANSFER

BOOK-ENTRY PROCEDURES AND SETTLEMENT

RATIO OF EARNINGS TO FIXED CHARGES

USE OF PROCEEDS

PLAN OF DISTRIBUTION

CONFLICTS OF INTEREST

MARKET-MAKING RESALES BY AFFILIATES

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

CERTAIN ERISA CONSIDERATIONS

LEGAL MATTERS

EXPERTS

You should rely only on the information provided in this prospectus and any applicable prospectus supplement, as w incorporated by reference. We have not authorized anyone to provide you with different information. We are not maki in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus, ar supplement or any documents incorporated by reference is accurate as of any date other than the date of the applica

Table of Contents

SUMMARY

This summary highlights information contained elsewhere in this prospectus or incorporated by reference into this prospec under "Incorporation of Certain Information by Reference". This summary does not contain all the information that you sho the securities being offered by this prospectus. You should carefully read the entire prospectus, any applicable prospectus incorporated by reference into this prospectus and any applicable prospectus supplement.

We may offer any of the following securities from time to time:

- debt securities;
- convertible debt securities;
- warrants;
- preferred stock;
- depositary shares;
- purchase contracts;
- units, comprised of one or more debt securities, warrants, shares of preferred stock, depositary shares, purchas common stock described in this prospectus, as well as debt or equity securities of third parties, in any combinatio
- common stock.

When we use the term "security" or "securities" in this prospectus, we mean any of the securities we may offer with this pros otherwise. This prospectus, including the following summary, describes the general terms that may apply to the securities; th securities that we may offer will be described in the applicable prospectus supplement to this prospectus and may differ fron herein.

Debt Securities

The debt securities will be our unsecured obligations and will be either senior or subordinated debt. The particular terms of a offer will be described in more detail in the accompanying prospectus supplement. The prospectus supplement for any offere describe the applicable terms of the series, including: the title; whether the debt is senior or subordinated; the total principal price and, if applicable, the method of determining the price; the maturity date or dates; whether the debt securities are fixed rate debt securities; if the debt securities are fixed rate debt securities, the yearly rate at which the debt security will bear in payment dates; if the debt security is an original issue discount debt security, the yield to maturity; if the debt securities are f interest rate basis; the terms and conditions on which the debt securities may be redeemed at the option of Jefferies; any ob purchase or repay the debt securities at the option of a holder upon the happening of any event and the terms and conditions repayment; and any other specific terms of the debt securities. We will issue the senior and subordinated debt securities und described in "Description of Securities We May Offer—Debt Securities"), each between us and The Bank of New York Mello

Convertible Debt Securities

The convertible debt securities offered by this prospectus will be our unsecured senior debt obligations and will be convertibl stock. We will issue convertible debt securities under an indenture. The terms of the indenture are substantially the same as

discussed below under “Description of Securities We May Offer—Debt Securities” except for: the inclusion of provisions with securities; the omission of provisions comparable to those described above under

Table of Contents

"Description of Securities We May Offer—Debt Securities—Defeasance" and the omission of provisions comparable to thos
"Description of Securities We May Offer—Debt Securities—Covenants—Limitations on Liens" and "—Limitations on Transac

Unless otherwise provided for a particular issuance in an accompanying prospectus supplement, the trustee under the indent
be The Bank of New York Mellon. The prospectus supplement for any offered series of convertible debt securities will descri
series.

Warrants

We may issue warrants for the purchase of either debt or equity securities, as well as warrants for the purchase or sale of,
determined by reference to the performance, level or value of, one or more of the following: securities of one or more issuer
and described in this prospectus or debt or equity securities issued by third parties; a currency or currencies; a commodity o
financial, economic or other measure or instrument, including the occurrence or non-occurrence of any event or circumstance
baskets of these items.

The prospectus supplement will contain the specific terms of the warrants and any warrant agreement, including whether the
delivery of the underlying securities or other property or in cash.

Preferred Stock and Depositary Shares

We may offer our preferred stock in one or more series. The particular terms of any series of preferred stock we offer will b
prospectus supplement prepared for such series, which terms will include the number of shares to be included in the series;
preferences and rights of the shares of the series; and the qualifications, limitations or restrictions of such series, except as
certificate of incorporation.

We may also offer depositary shares, each of which would represent a fraction or a multiple of a share of a particular series
deposit the shares of any series of preferred stock represented by depositary shares under a deposit agreement between u
selected by us having its principal office in the United States and having a combined capital and surplus of at least $50,000,0
depositary. Each owner of a depositary share will be entitled to all the rights and preferences of the underlying preferred sto
redemption, conversion and liquidation rights, in proportion to the applicable fraction or multiple of a share of preferred stock
share.

Purchase Contracts

We may issue purchase contracts requiring the holders to purchase or sell:

- securities issued by us, by an entity affiliated or not affiliated with us, a basket of those securities, an index or ind
  combination of the foregoing as specified in the applicable prospectus supplement;
- currencies;
- commodities;
- any other property; or
- any combination of the above.

In a prospectus supplement, we will describe the specific terms of the purchase contracts, including whether we will satisfy

satisfy your obligations, if any, under any purchase contracts by delivering the underlying securities, currencies, commodities value.

Table of Contents

Units

As specified in the applicable prospectus supplement, we may issue units consisting of one or more purchase contracts, wa depositary shares, preferred shares, common shares or any combination of such securities. The applicable prospectus supp

- the terms of the units and of the purchase contracts, warrants, debt securities, depositary shares, preferred shar comprising the units, including whether and under what circumstances the securities comprising the units may be t
- a description of the terms of any unit agreement governing the units; and
- a description of the provisions for the payment, settlement, transfer or exchange or the units.

Common Stock

We may offer shares of our common stock, par value $0.0001 per share. In a prospectus supplement, we will describe the a offered, the offering price or prices of the shares and any underwriting discounts or commissions.

Form of Securities

We will issue the securities in book-entry form through one or more depositaries, such as The Depository Trust Company, Eu in the applicable prospectus supplement. Each sale of a security in book-entry form will settle in immediately available funds depositary, unless otherwise stated. We will issue the securities only in registered form, without coupons, although we may i form if so specified in the applicable prospectus supplement.

Payment Currencies

Amounts payable in respect of the securities, including the original issue price, will be payable in U.S. dollars, unless specifie prospectus supplement.

Listing

Our common stock is listed on the New York Stock Exchange. If any other securities are to be listed or quoted on a securitie the information will be set forth in the applicable prospectus supplement.

Use of Proceeds

Unless otherwise set forth in the applicable prospectus supplement, we intend to use the net proceeds from the sale of the s prospectus for general corporate purposes, which may include, among other things, additions to working capital; the redemp outstanding equity and debt securities; the repayment of indebtedness; and/or the expansion of our business through internal

Market-Making by Our Affiliates

Following the initial distribution of an offering of securities, Jefferies & Company, Inc., Jefferies International Limited and othe sell those securities (which may include securities registered under previous registration statements) in the course of their bu subject, in the case of common stock, preferred stock and depositary shares, to obtaining any necessary approval of the Ne of these offers and sales our United States affiliates may make. Jefferies & Company, Inc., Jefferies International Limited an as a principal or agent in these transactions. This prospectus and the applicable prospectus supplement will also be used in transactions. Sales in any of those transactions will be made at varying prices related to prevailing market prices and other c

Table of Contents

Conflicts of Interest

Jefferies & Company, Inc., our broker-dealer subsidiary, is a member of the Financial Industry Regulatory Authority, Inc. (FIN distributions of the offered securities. Accordingly, offerings of offered securities in which Jefferies & Company, Inc. participa requirements set forth in FINRA Rule 5121. Furthermore, any underwriters offering the offered securities will not confirm sale they exercise discretionary authority without the prior approval of the customer.

Table of Contents

RISK FACTORS

For a discussion of risk factors affecting Jefferies Group, Inc. and its business, see the "Risk Factors" section in our latest Ar with the SEC and any updates to those risk factors or new risk factors contained in our subsequent Annual Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC, all of which we incorporate by reference herein.

Additional risks specific to a particular offering will be detailed in the applicable prospectus supplements.

Table of Contents

WHERE YOU CAN FIND MORE INFORMATION

As required by the Securities Act of 1933, as amended, we filed a registration statement relating to the securities offered by th and Exchange Commission. This prospectus is a part of that registration statement, which includes additional information.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy an Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Pu SEC at 1-800-SEC-0330. These SEC filings are also available to the public from the SEC's web site at http://www.sec.gov.

Table of Contents

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to incorporate by reference the information we file with the SEC, which means that we can disclose importa you to those documents. The information incorporated by reference is considered to be part of this prospectus. Information tha automatically update information in this prospectus. In all cases, you should rely on the later information over different informati the prospectus supplement. You should not assume that the information in any document incorporated by reference into this pro accompanying prospectus supplement is current as of any date other than the date of that document.

We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), Exchange Act of 1934, as amended:

- Annual Report on Form 10-K for the year ended November 30, 2011, filed on January 27, 2012;
- Quarterly Report on Form 10-Q for the quarter ended February 29, 2012, filed on April 5, 2012;
- Current Reports on Form 8-K filed on April 24, 2012 and May 10, 2012;
- The description of our common stock contained in the Registration Statement on Form 10 filed on April 20, 1999 an filed thereafter for the purpose of updating such description; and
- Solely with regard to the securities covered by this prospectus that were initially offered and sold under previously fi Jefferies Group, Inc. and that from time to time may be reoffered and resold in market-making transactions under th the prospectus supplements relating to those securities that were previously filed by Jefferies Group, Inc. in connec (except to the extent that any such information has been modified or superseded by other information included or inc prospectus).

All documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and b the offering of the securities described in this prospectus and the date our affiliates stop offering securities pursuant to this pros reference in this prospectus from the date of filing of such documents.

You may obtain copies of these documents, at no cost to you, from our Internet website (www.jefferies.com), or by writing or t address:

Investor Relations
Jefferies Group, Inc.
520 Madison Avenue
New York, New York 10022
(212) 284-2550

Table of Contents

JEFFERIES GROUP, INC.

Jefferies Group, Inc. (“Jefferies”, “we”, “us” or “our”) and its subsidiaries operate as a global full service, integrated securities a principal operating subsidiary, Jefferies & Company, Inc., was founded in the U.S. in 1962 and our first international operating s Limited, was established in the U.K. in 1986. On July 1, 2011, we acquired the Bache Global Commodities Group from Prudent operate a full service futures commission merchant through Jefferies Bache, LLC in the U.S. and a global commodities and fina Jefferies Bache Limited in the U.K. Since 2000, we have grown considerably and become increasingly diversified, increasing ou our business. Our growth has been achieved through the ongoing addition of talented personnel in targeted areas, as well as th businesses.

Our global headquarters and executive offices are located at 520 Madison Avenue, New York, New York 10022. We also have London and Hong Kong. Our primary telephone number is (212) 284-2550 and our Internet address is jefferies.com.

Table of Contents

DESCRIPTION OF SECURITIES WE MAY OFFER

Debt Securities

Please note that in this section entitled Debt Securities, references to Jefferies, we, us, ours or our refer only to Jefferies Grou subsidiaries. Also, in this section, references to holders mean those who own debt securities registered in their own names, on trustee maintains for this purpose, and not those who own beneficial interests in debt securities registered in street name or in form through one or more depositaries. Owners of beneficial interests in the debt securities should read the section below entit Settlement".

General

The debt securities offered by this prospectus will be our unsecured obligations and will be either senior or subordinated debt. senior debt indenture, and we will issue subordinated debt under a subordinated debt indenture. We sometimes refer to the se subordinated debt indenture individually as an indenture and collectively as the indentures. The indentures have been filed with t registration statement of which this prospectus forms a part. You can obtain copies of the indentures by following the direction More Information", or by contacting the applicable indenture trustee.

A form of each debt security, reflecting the particular terms and provisions of a series of offered debt securities, has been filed the SEC at the time of the offering as exhibits to the registration statement of which this prospectus forms a part.

The following briefly summarizes the material provisions of the indentures and the debt securities, other than pricing and relate issuance in an accompanying prospectus supplement. You should read the more detailed provisions of the applicable indenture, provisions that may be important to you. You should also read the particular terms of a series of debt securities, which will be d accompanying prospectus supplement. So that you may easily locate the more detailed provisions, the numbers in parentheses applicable indenture or, if no indenture is specified, to sections in each of the indentures. Wherever particular sections or define are referred to, such sections or defined terms are incorporated into this prospectus by reference, and the statement in this pr reference.

Unless otherwise provided for a particular issuance in an accompanying prospectus supplement, the trustee under each of the s subordinated debt indenture will be The Bank of New York Mellon.

The indentures provide that our unsecured senior or subordinated debt securities may be issued in one or more series, with diff authorize from time to time. The provisions of each indenture allow us not only to issue debt securities with terms different from issued under that indenture, but also to "reopen" previously issued debt securities and issue additional debt securities as the sa number, stated maturity, interest payment dates, if any, and other terms, except for the date of issuance and issue price.

Types of Debt Securities

We may issue fixed or floating rate debt securities.

Fixed rate debt securities will bear interest at a fixed rate described in the prospectus supplement. This type includes zero coup interest and are often issued at a price lower than the principal amount. Material federal income tax consequences and other sp any debt securities issued at a discount will be described in the applicable prospectus supplement.

Upon the request of the holder of any floating rate debt security, the calculation agent will provide the interest rate then in effec determined, the interest rate that will become effective on the next interest reset date. The calculation agent's determination of

calculation of the amount of interest for any interest period, will be final and binding in the absence of manifest error.

Table of Contents

All percentages resulting from any interest rate calculation relating to a debt security will be rounded upward or downward, as a lower one hundred-thousandth of a percentage point. All amounts used in or resulting from any calculation relating to a debt sec downward, as appropriate, to the nearest cent, in the case of U.S. dollars, or to the nearest corresponding hundredth of a unit, than U.S. dollars, with one-half cent or one-half of a corresponding hundredth of a unit or more being rounded upward.

In determining the base rate that applies to a floating rate debt security during a particular interest period, the calculation agent various banks or dealers active in the relevant market, as described in the prospectus supplement. Those reference banks and agent itself and its affiliates, as well as any underwriter, dealer or agent participating in the distribution of the relevant floating ra and they may include affiliates of Jefferies.

Information in the Prospectus Supplement

The prospectus supplement for any offered series of debt securities will describe the following terms, as applicable:

- the title;
- whether the debt is senior or subordinated;
- the total principal amount offered;
- the percentage of the principal amount at which the debt securities will be sold and, if applicable, the method of det
- the maturity date or dates;
- whether the debt securities are fixed rate debt securities or floating rate debt securities;
- if the debt securities are fixed rate debt securities, the yearly rate at which the debt security will bear interest, if any
- if the debt security is an original issue discount debt security, the yield to maturity;
- if the debt securities are floating rate debt securities, the interest rate basis; any applicable index currency or matur initial, maximum or minimum rate; the interest reset, determination, calculation and payment dates; and the day cou payments for any period;
- the date or dates from which any interest will accrue, or how such date or dates will be determined, and the interes record dates;
- if other than in U.S. Dollars, the currency or currency unit in which payment will be made;
- any provisions for the payment of additional amounts for taxes;
- the denominations in which the currency or currency unit of the securities will be issuable if other than denominations thereof;
- the terms and conditions on which the debt securities may be redeemed at the option of Jefferies;
- any obligation of Jefferies to redeem, purchase or repay the debt securities at the option of a holder upon the happe and conditions of redemption, purchase or repayment;
- the names and duties of any co-trustees, depositaries, authenticating agents, calculation agents, paying agents, tra debt securities;
- any material provisions of the applicable indenture described in this prospectus that do not apply to the debt securiti
- any other specific terms of the debt securities.

We will issue the debt securities only in registered form. As currently anticipated, debt securities of a series will trade in book-e

issued in physical (paper) form, as described below under “Book-Entry Procedures and Settlement”. Unless otherwise provided supplement, we will issue debt securities denominated in U.S. Dollars and only in denominations of $1,000 and integral multiples

The prospectus supplement relating to offered securities denominated in a foreign or composite currency will specify the denom

Table of Contents

The debt securities may be presented for exchange, and debt securities other than a global security may be presented for regi corporate trust office of The Bank of New York Mellon in New York City. Holders will not have to pay any service charge for any exchange of debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge pay registration of transfer (Section 3.05).

Market-Making Transactions. If you purchase your debt security—or any of our other securities we describe in this prospectus- you will receive information about the price you pay and your trade and settlement dates in a separate confirmation of sale. A r which Jefferies & Company, Inc. or one of our affiliates resells a security that it has previously acquired from another holder. A particular security occurs after the original issuance and sale of the security.

Payment and Paying Agents

Distributions on the debt securities other than those represented by global notes will be made in the designated currency agains at the principal corporate trust office of The Bank of New York Mellon in New York City. Payment will be made to the registered the record date for such payment. Interest payments will be made at the principal corporate trust office of The Bank of New Yo check mailed to the holder at his registered address. Payments in any other manner will be specified in the prospectus supplem

Calculation Agents

Calculations relating to floating rate debt securities and indexed debt securities will be made by the calculation agent, an institut for this purpose. We may appoint one of our affiliates as calculation agent. We may appoint a different institution to serve as ca after the original issue date of the debt security without your consent and without notifying you of the change. The initial calculat prospectus supplement.

Senior Debt

We will issue senior debt securities under the senior debt indenture. Senior debt will rank on an equal basis with all our other un debt.

Subordinated Debt

We will issue subordinated debt securities under the subordinated debt indenture. Subordinated debt will rank subordinated and extent set forth in the subordinated debt indenture, to all our senior debt.

If we default in the payment of any principal of, or premium, if any, or interest on any senior debt when it becomes due and pay period, then, unless and until the default is cured or waived or ceases to exist, we cannot make a payment on account of or rec subordinated debt securities.

If there is any insolvency, bankruptcy, liquidation or other similar proceeding relating to us or our property, then all senior debt m payment may be made to any holders of subordinated debt securities.

Furthermore, if we default in the payment of the principal of and accrued interest on any subordinated debt securities that is de event of default under the subordinated debt indenture, holders of all our senior debt will first be entitled to receive payment in f subordinated debt can receive any payments.

Senior debt means:

- the principal, premium, if any, and interest in respect of indebtedness of Jefferies for money borrowed and indebted notes, debentures, bonds or other similar instruments issued by us, including the senior debt securities;

- all capitalized lease obligations;
- all obligations representing the deferred purchase price of property; and
- all deferrals, renewals, extensions and refundings of obligations of the type referred to above;

Table of Contents

- but senior debt does not include:
- subordinated debt securities;
- any indebtedness that by its terms is subordinated to, or ranks on an equal basis with, subordinated debt securities
- indebtedness that is subordinated to a senior debt obligation of ours specified above.

The effect of this last provision is that we may not issue, assume or guarantee any indebtedness for money borrowed which is and senior to the subordinated debt securities.

Covenants

Limitations on Liens. The senior indenture provides that we will not, and will not permit any designated subsidiary to, incur, issu indebtedness for money borrowed if such indebtedness is secured by a pledge of, lien on, or security interest in any shares of subsidiary, without providing that each series of senior debt securities and, at our option, any other indebtedness ranking equall indebtedness, is secured equally and ratably with (or prior to) such other secured indebtedness (Section 10.08).

Limitations on Transactions with Affiliates. The senior indenture provides that we will not, and will not permit any subsidiary to, dispose of any of our or its properties or assets to, or purchase any property or asset from, or enter into any transaction, contr loan, advance or guaranty with, or for the benefit of, any affiliate of ours unless:

- the transaction with the affiliate is made on terms no less favorable to us or the subsidiary than those that would hav transaction with an unrelated person; and
- in the case of any affiliate transaction involving consideration in excess of $25 million in any fiscal year, we deliver to effect that our board of directors has determined that the transaction complies with the requirements described in th transaction has been approved by a majority of the disinterested members of our board of directors.

This covenant will not apply to any employment agreement entered into in the ordinary course of business and consistent with p between or among us and our subsidiaries or to transactions entered into prior to the date the notes are issued (Section 10.09)

Limitations on Mergers and Sales of Assets. The indentures provide that we will not merge or consolidate or transfer or lease entirety, and another person may not transfer or lease its assets substantially as an entirety to us, unless:

- either (1) we are the continuing corporation, or (2) the successor corporation, if other than us, is a U.S. corporation supplemental indenture the obligations evidenced by the securities issued pursuant to the indenture; and
- immediately after the transaction, there would not be any default in the performance of any covenant or condition of

Other than the restrictions described above, the indentures do not contain any covenants or provisions that would protect holde event of a highly leveraged transaction.

Modification of the Indentures

Under the indentures, we and the relevant trustee can enter into supplemental indentures to establish the form and terms of any without obtaining the consent of any holder of debt securities (Section 9.01).

We and the trustee may, with the consent of the holders of at least a majority in aggregate principal amount of the debt securiti applicable indenture or the rights of the holders of the securities of such series.

Table of Contents

No such modification may, without the consent of each holder of an affected security:

- extend the fixed maturity of any such securities;
- reduce the rate or change the time of payment of interest on such securities;
- reduce the principal amount of such securities or the premium, if any, on such securities;
- change any obligation of ours to pay additional amounts;
- reduce the amount of the principal payable on acceleration of any securities issued originally at a discount;
- adversely affect the right of repayment or repurchase at the option of the holder;
- reduce or postpone any sinking fund or similar provision;
- change the currency or currency unit in which any such securities are payable or the right of selection thereof;
- impair the right to sue for the enforcement of any such payment on or after the maturity of such securities;
- reduce the percentage of securities referred to above whose holders need to consent to the modification or a waive holders; or
- change any obligation of ours to maintain an office or agency (Section 9.02).

Defaults

Each indenture provides that events of default regarding any series of debt securities will be:

- our failure to pay required interest on any debt security of such series for 30 days;
- our failure to pay principal or premium, if any, on any debt security of such series when due;
- our failure to make any required scheduled installment payment for 30 days on debt securities of such series;
- our failure to perform for 90 days after notice any other covenant in the relevant indenture other than a covenant inc solely for the benefit of a series of debt securities other than such series;
- our failure to pay beyond any applicable grace period, or the acceleration of, indebtedness in excess of $10,000,00
- certain events of bankruptcy or insolvency, whether voluntary or not (Section 5.01).

If an event of default regarding debt securities of any series issued under the indentures should occur and be continuing, either in the principal amount of outstanding debt securities of such series may declare each debt security of that series due and paya required to file annually with the trustee a statement of an officer as to the fulfillment by us of our obligations under the indentur (Section 10.06).

No event of default regarding one series of debt securities issued under an indenture is necessarily an event of default regardin securities.

Holders of a majority in principal amount of the outstanding debt securities of any series will be entitled to control certain action indentures and to waive past defaults regarding such series (Sections 5.12 and 5.13). The trustee generally cannot be required securities to take any action, unless one or more of such holders shall have provided to the trustee reasonable security or inde (Section 6.02).

If an event of default occurs and is continuing regarding a series of debt securities, the trustee may use any sums that it holds u own reasonable compensation and expenses incurred prior to paying the holders of debt securities of such series (Section 5.06

Before any holder of any series of debt securities may institute action for any remedy, except payment on such holder's debt se less than 25% in principal amount of the debt securities of that series outstanding must request the trustee to take action. Hold reasonable indemnity satisfactory to the trustee against liabilities incurred by the trustee for taking such action (Sections 5.07 a

Table of Contents

Defeasance

Except as may otherwise be set forth in an accompanying prospectus supplement, after we have deposited with the trustee, ca trust for the benefit of the holders sufficient to pay the principal of, premium, if any, and interest on the debt securities of such s certain other conditions, including receipt of an opinion of counsel that holders will not recognize taxable gain or loss for federal

- we will be deemed to have paid and satisfied our obligations on all outstanding debt securities of such series, which discharge (Section 14.02); or
- we will cease to be under any obligation, other than to pay when due the principal of, premium, if any, and interest o the debt securities of such series, which is known as covenant defeasance (Section 14.03).

When there is a defeasance and discharge, the applicable indenture will no longer govern the debt securities of such series, we payments required by the terms of the debt securities of such series and the holders of such debt securities will be entitled only there is a covenant defeasance, however, we will continue to be obligated to make payments when due if the deposited funds a

Payment of Additional Amounts

If so noted in the applicable prospectus supplement for a particular issuance, we will pay to the holder of any debt security who defined below) such additional amounts as may be necessary so that every net payment of principal of and interest on the debt withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a res States or any taxing authority thereof or therein, will not be less than the amount provided in such debt security to be then due a required, however, to make any payment of additional amounts for or on account of:

- any tax, assessment or other governmental charge that would not have been imposed but for the existence of any p between such holder (or between a fiduciary, settlor, beneficiary of, member or shareholder of, or possessor of a p holder is an estate, trust, partnership or corporation) and the United States, including, without limitation, such holder beneficiary, member, shareholder or possessor), being or having been a citizen or resident or treated as a resident having been engaged in trade or business or present in the United States or having or having had a permanent estal
- any tax, assessment or other governmental charge that would not have been imposed but for the presentation by th payment on a date more than 10 days after the date on which such payment became due and payable or the date o provided for, whichever occurs later;
- any estate, inheritance, gift, sales, transfer, excise, personal property or similar tax, assessment or other governme
- any tax, assessment or other governmental charge imposed by reason of such holder's past or present status as a company, a controlled foreign corporation, a personal holding company or foreign personal holding company with re corporation which accumulates earnings to avoid United States federal income tax;
- any tax, assessment or other governmental charge which is payable otherwise than by withholding from payment of debt security;
- any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment o debt security if such payment can be made without withholding by any other paying agent;
- any tax, assessment or other governmental charge that is imposed by reason of a holder's present or former status owner of 10% or more of the total combined voting power of our stock, as determined for purposed of Section 871(Code of 1986, as amended (the "Code"), (or any successor provision) or (ii) a controlled foreign corporation that is purposes of Section 881(c)(3)(C) of the Code (or any successor provision);

Table of Contents

- any tax, assessment or other governmental charge imposed on interest received by (1) a 10% shareholder of ours (of the Internal Revenue Code of 1986, as amended and the regulations that may be promulgated thereunder), or (2 with respect to us within the meaning of the Code;
- any tax, assessment or other governmental charge (i) in the nature of a backup withholding tax, (ii) as a result of the reporting requirements or (iii) imposed under the Hiring Incentives to Restore Employment Act of 2010 or any substa legislation; or
- any combinations of items identified in the bullet points above.

In addition, we will not be required to pay any additional amounts to any holder who is a fiduciary or partnership or other than th debt security to the extent that a beneficiary or settlor with respect to such fiduciary, or a member of such partnership or a ben have been entitled to the payment of such additional amounts had such beneficiary, settlor, member or beneficial owner been th

The term United States alien holder means any corporation, partnership, individual or fiduciary that is, for United States federal corporation, a nonresident alien individual, a nonresident fiduciary of a foreign estate or trust, or a foreign partnership one or m United States federal income tax purpose, a foreign corporation, a nonresident alien individual or a nonresident fiduciary of a fo

Redemption upon a Tax Event

If so noted in the applicable prospectus supplement for a particular issuance, we may redeem the debt securities in whole, but days' and not less than 30 days' notice, at a redemption price equal to 100% of their principal amount, plus all accrued but unpa date if we determine that as a result of a change in tax law (as defined below):

- we have or will become obligated to pay additional amounts as described under the heading "Payment of Additional
- there is a substantial possibility that we will be required to pay such additional amounts.

A change in tax law that would trigger the provisions of the preceding paragraph is any change in or amendment to the laws, tr United States or any political subdivision or taxing authority thereof, or any proposed change in the laws, treaties, regulations o official application, enforcement or interpretation of the laws, treaties, regulations or rulings (including a holding by a court of co States) or any other action (other than an action predicated on law generally known on or before the date of the applicable pro particular issuance of debt securities to which this section applies except for proposals before the Congress prior to that date) court of competent jurisdiction in the United States, or the official proposal of the action, whether or not the action or proposal v us.

Prior to the publication of any notice of redemption, we shall deliver to the Trustee an officers' certificate stating that we are en redemption and setting forth a statement of facts showing that the conditions precedent to our right to so redeem have occurre such effect based on such statement of facts.

Governing Law

Unless otherwise stated in the prospectus supplement, the debt securities and the indentures will be governed by New York law

Concerning the Trustee under the Indentures

We have and may continue to have banking and other business relationships with The Bank of New York Mellon, or any subseq of business.

Table of Contents

Convertible Debt Securities

Please note that in this section entitled Convertible Debt Securities, references to Jefferies, we, us, ours or our refer only to Je consolidated subsidiaries. Also, in this section, references to holders mean those who own convertible debt securities registere that Jefferies or the trustee maintains for this purpose, and not those who own beneficial interests in convertible debt securities convertible debt securities issued in book-entry form through one or more depositaries. Owners of beneficial interests in the co read the section below entitled Book-Entry Procedures and Settlement.

The convertible debt securities offered by this prospectus will be our unsecured senior debt obligations and will be convertible i We will issue convertible debt securities under an indenture (convertible securities). The terms of the indenture (convertible sec as the senior debt indenture described above under "—Debt Securities" except for: the inclusion of provisions with respect to th omission of provisions comparable to those described above under "—Debt Securities—Defeasance" and the omission of provi described above under "Debt Securities- Covenants—Limitations on Liens" and "—Limitations on Transactions with Affiliates."

Unless otherwise provided for a particular issuance in an accompanying prospectus supplement, the trustee under the indenture Bank of New York Mellon. The prospectus supplement for any offered series of convertible debt securities will describe all mat

Warrants

Please note that in this section entitled Warrants, references to Jefferies, we, us, ours or our refer only to Jefferies Group, Inc. subsidiaries. Also, in this section, references to holders mean those who own warrants registered in their own names, on the b maintains for this purpose, and not those who own beneficial interests in warrants registered in street name or in warrants issu or more depositaries. Owners of beneficial interests in the warrants should read the section below entitled "Book-Entry Proced

General

We may offer warrants separately or together with our debt or equity securities.

We may issue warrants in such amounts or in as many distinct series as we wish. This section summarizes terms of the warra series. The financial and other specific terms of your warrant and any warrant agreement will be described in the prospectus su from the terms described here.

The warrants of a series will be issued under a separate warrant agreement to be entered into between us and one or more ba warrant agent, as set forth in the prospectus supplement. A form of each warrant agreement, including a form of warrant certif reflecting the particular terms and provisions of a series of offered warrants, will be filed with the SEC at the time of the offerin the registration statement of which this prospectus forms a part. You can obtain a copy of any form of warrant agreement whe directions outlined in "Where You Can Find More Information" or by contacting the applicable warrant agent.

The following briefly summarizes the material provisions of the warrant agreements and the warrants. As you read this section, terms of your warrant as described in the prospectus supplement will supplement and, if applicable, may modify or replace the section. You should read carefully the prospectus supplement and the more detailed provisions of the warrant agreement and t defined terms, for provisions that may be important to you. If there are differences between the prospectus supplement and thi supplement will control. Thus, the statements made in this section may not apply to your warrant.

Types of Warrants

We may issue debt warrants or equity warrants. A debt warrant is a warrant for the purchase of our debt securities on terms t sale. An equity warrant is a warrant for the purchase or sale of our equity securities. We may also issue warrants for the purch

value is determined by reference to

Table of Contents

the performance, level or value of, one or more of the following: securities of one or more issuers, including those issued by us or debt or equity securities issued by third parties; a currency or currencies; a commodity or commodities; and other financial, instrument, including the occurrence or non-occurrence of any event or circumstances, or one or more indices or baskets of the

Information in the Prospectus Supplement

The prospectus supplement will contain, where applicable, the following information about the warrants:

- the specific designation and aggregate number of, and the price at which we will issue, the warrants;
- the currency or currency unit with which the warrants may be purchased and in which any payments due to or from made;
- the date on which the right to exercise the warrants will begin and the date on which that right will expire or, if you m warrants throughout that period, the specific date or dates on which you may exercise the warrants;
- whether the exercise price may be paid in cash, by the exchange of warrants or other securities or both, and the me
- whether the warrants will be settled by delivery of the underlying securities or other property or in cash;
- whether and under what circumstances we may cancel the warrants prior to their expiration date, in which case the only the applicable cancellation amount, which may be either a fixed amount or an amount that varies during the ter with a schedule or formula;
- whether the warrants will be issued in global or non-global form, although, in any case, the form of a warrant include form of the unit and of any debt security or purchase contract included in that unit;
- the identities of the warrant agent, any depositaries and any paying, transfer, calculation or other agents for the war
- any securities exchange or quotation system on which the warrants or any securities deliverable upon exercise of th
- whether the warrants are to be sold separately or with other securities, as part of units or otherwise, and if the war securities of another company or other companies, certain information regarding such company or companies; and
- any other terms of the warrants.

If warrants are issued as part of a unit, the prospectus supplement will specify whether the warrants will be separable from the the warrants' expiration date.

No holder of a warrant will, as such, have any rights of a holder of the debt securities, equity securities or other warrant proper warrant, including any right to receive payment thereunder.

Our affiliates may resell our warrants in market-making transactions after their initial issuance. We discuss these transactions a —Information in the Prospectus Supplement—Market-Making Transactions."

Additional Information in the Prospectus Supplement for Debt Warrants

In the case of debt warrants, the prospectus supplement will contain, where appropriate, the following additional information:

- the designation, aggregate principal amount, currency and terms of the debt securities that may be purchased upon
- the designation, terms and amount of debt securities, if any, to be issued together with each of the debt warrants a debt warrants and debt securities will be separately transferable.

No Limit on Issuance of Warrants

The warrant agreements will not limit the number of warrants or other securities that we may issue.

Table of Contents

Modifications

We and the relevant warrant agent may, without the consent of the holders, amend each warrant agreement and the terms of e purpose of curing any ambiguity or of correcting or supplementing any defective or inconsistent provision, or in any other manne desirable and that will not adversely affect the interests of the holders of the outstanding unexercised warrants in any material r

We and the relevant warrant agent also may, with the consent of the holders of at least a majority in number of the outstanding modify or amend the warrant agreement and the terms of the warrants.

No such modification or amendment may, without the consent of each holder of an affected warrant:

- reduce the amount receivable upon exercise, cancellation or expiration;
- shorten the period of time during which the warrants may be exercised;
- otherwise materially and adversely affect the exercise rights of the beneficial owners of the warrants; or
- reduce the percentage of outstanding warrants whose holders must consent to modification or amendment of the ap terms of the warrants.

Merger and Similar Transactions Permitted; No Restrictive Covenants or Events of Default

The warrant agreements will not restrict our ability to merge or consolidate with, or sell our assets to, another firm or to engage any time there is a merger or consolidation involving us or a sale or other disposition of all or substantially all of our assets, the will be substituted for us, with the same effect as if it had been named in the warrant agreement and in the warrants. We will be under the warrant agreement or warrants, and, in the event of any such merger, consolidation, sale or other disposition, we as at any time thereafter be dissolved, wound up or liquidated.

The warrant agreements will not include any restrictions on our ability to put liens on our assets, including our interests in our su any events of default or remedies upon the occurrence of any events of default.

Warrant Agreements Will Not Be Qualified under Trust Indenture Act

No warrant agreement will be qualified as an indenture, and no warrant agent will be required to qualify as a trustee, under the holders of warrants issued under a warrant agreement will not have the protection of the Trust Indenture Act with respect to the

Enforceability of Rights by Beneficial Owner

Each warrant agent will act solely as our agent in connection with the issuance and exercise of the applicable warrants and will relationship of agency or trust for or with any registered holder of or owner of a beneficial interest in any warrant. A warrant ag responsibility in case of any default by us under the applicable warrant agreement or warrant certificate, including any duty or r proceedings at law or otherwise or to make any demand upon us.

Holders may, without the consent of the applicable warrant agent, enforce by appropriate legal action, on their own behalf, thei receive debt securities, in the case of debt warrants, and to receive payment, if any, for their warrants, in the case of universal

Governing Law

Unless otherwise stated in the prospectus supplement, the warrants and each warrant agreement will be governed by New Yor

Preferred Stock

As of the date of this prospectus, our authorized capital stock includes 10 million shares of preferred stock, 125,000 shares of

convertible preferred stock, were issued and outstanding as of February 29, 2012. In February 2006, we issued $125.0 million
stock in a private placement. Our Series A convertible preferred stock has a 3.25% annual, cumulative cash dividend and, as o
convertible into 4,110,128 shares of our common stock at an effective conversion price of approximately $30.41 per share. The
stock is callable beginning in 2016 and will mature in 2036.

Table of Contents

The following briefly summarizes the material terms of our preferred stock, other than pricing and related terms disclosed for a accompanying prospectus supplement. You should read the particular terms of any series of preferred stock we offer which wil prospectus supplement prepared for such series, together with the more detailed provisions of our certificate of incorporation a relating to each particular series of preferred stock, for provisions that may be important to you. The certificate of designations preferred stock offered by way of an accompanying prospectus supplement will be filed with the SEC at the time of the offering the registration statement of which this prospectus forms a part. You can obtain a copy of this document by following the direct Find More Information." The prospectus supplement will also state whether any of the terms summarized below do not apply to being offered.

General

Under our certificate of incorporation, our board of directors is authorized to issue shares of preferred stock in one or more ser time a series of preferred stock with the following terms specified:

- the number of shares to be included in the series;
- the designation, powers, preferences and rights of the shares of the series; and
- the qualifications, limitations or restrictions of such series, except as otherwise stated in the certificate of incorporat

Prior to the issuance of any series of preferred stock, our board of directors will adopt resolutions creating and designating the stock and the resolutions will be filed in a certificate of designations as an amendment to the certificate of incorporation. The te duly authorized committee.

The rights of holders of the preferred stock offered may be adversely affected by the rights of holders of any shares of preferr future, provided that the future issuances are first approved by the holders of the class(es) of preferred stock adversely affecte cause shares of preferred stock to be issued in public or private transactions for any proper corporate purpose. Examples of p issuances to obtain additional financing in connection with acquisitions or otherwise, and issuances to our officers, directors and plans or otherwise. Shares of preferred stock we issue may have the effect of rendering more difficult or discouraging an acqui our board of directors.

The preferred stock will be, when issued, fully paid and nonassessable. Holders of preferred stock will not have any preemptive more of our stock.

We will name the transfer agent, registrar, dividend disbursing agent and redemption agent for shares of each series of preferr supplement relating to such series.

Our affiliates may resell our preferred stock in market-marking transactions after its initial issuance. We discuss these transact —Information in the Prospectus Supplement—Market-Making Transactions."

Rank

Unless otherwise specified for a particular series of preferred stock in an accompanying prospectus supplement, each series w other series of preferred stock, and prior to the common stock, as to dividends and distributions of assets.

Dividends

Holders of each series of preferred stock will be entitled to receive cash dividends, when, as and if declared by our board of di available for dividends. The rates and dates of payment of dividends will be set forth in the prospectus supplement relating to e

Dividends will be payable to holders of record of preferred stock as they appear on our books or, if applicable, the records of t
under Depositary Shares, on the record dates fixed by the board of directors. Dividends on any series of preferred stock may

Table of Contents

We may not declare, pay or set apart for payment dividends on the preferred stock unless full dividends on any other series of equal or senior basis have been paid or sufficient funds have been set apart for payment for:

- all prior dividend periods of the other series of preferred stock that pay dividends on a cumulative basis; or
- the immediately preceding dividend period of the other series of preferred stock that pay dividends on a noncumulat

Partial dividends declared on shares of preferred stock and any other series of preferred stock ranking on an equal basis as to rata. A pro rata declaration means that the ratio of dividends declared per share to accrued dividends per share will be the sam stock.

Similarly, we may not declare, pay or set apart for payment non-stock dividends or make other payments on the common stock junior to the preferred stock until full dividends on the preferred stock have been paid or set apart for payment for:

- all prior dividend periods if the preferred stock pays dividends on a cumulative basis; or
- the immediately preceding dividend period if the preferred stock pays dividends on a noncumulative basis.

Conversion and Exchange

The prospectus supplement for any series of preferred stock will state the terms, if any, on which shares of that series are con shares of our common stock.

Redemption

If so specified in the applicable prospectus supplement, a series of preferred stock may be redeemable at any time, in whole o option of the holder thereof and may be mandatorily redeemed.

Any partial redemptions of preferred stock will be made in a way that our board of directors decides is equitable.

Unless we default in the payment of the redemption price, dividends will cease to accrue after the redemption date on shares o redemption and all rights of holders of such shares will terminate except for the right to receive the redemption price.

Liquidation Preference

Upon our voluntary or involuntary liquidation, dissolution or winding up, holders of each series of preferred stock will be entitled liquidation in the amount set forth in the prospectus supplement relating to such series of preferred stock, plus an amount equal dividends. Such distributions will be made before any distribution is made on any securities ranking junior relating to preferred s common stock.

If the liquidation amounts payable relating to the preferred stock of any series and any other securities ranking on a parity rega in full, the holders of the preferred stock of such series and such other securities will share in any such distribution of our availa proportion to the full liquidation preferences. Holders of such series of preferred stock will not be entitled to any other amounts their full liquidation preference.

Voting Rights

The holders of shares of our preferred stock will have no voting rights, except:

- as otherwise stated in the prospectus supplement;
- as otherwise stated in the certificate of designations establishing such series; and

- as required by applicable law.

Depositary Shares

The following briefly summarizes the material provisions of the deposit agreement and of the depositary shares and depositary related terms disclosed for a particular issuance in an accompanying prospectus supplement. You should read the particular te any depositary receipts

Table of Contents

that we offer and any deposit agreement relating to a particular series of preferred stock which will be described in more detail prospectus supplement will also state whether any of the generalized provisions summarized below do not apply to the deposit being offered. A copy of the form of deposit agreement, including the form of depositary receipt, is an exhibit to the registration prospectus forms a part. You can obtain copies of these documents by following the directions outlined in "Where You Can Find read the more detailed provisions of the deposit agreement and the form of depositary receipt for provisions that may be impor

General

We may, at our option, elect to offer fractional shares or some multiple of shares of preferred stock, rather than full shares of p will issue receipts for depositary shares, each of which will represent a fraction or a multiple of a share of a particular series of

We will deposit the shares of any series of preferred stock represented by depositary shares under a deposit agreement betw company selected by us having its principal office in the United States and having a combined capital and surplus of at least $5 depositary. Each owner of a depositary share will be entitled to all the rights and preferences of the underlying preferred stock redemption, conversion and liquidation rights, in proportion to the applicable fraction or multiple of a share of preferred stock re share.

The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement. Depositary receipts purchasing the fractional shares of preferred stock in accordance with the terms of the applicable prospectus supplement.

Our affiliates may resell depositary shares in market-marking transactions after their initial issuance. We discuss these transact —Information in the Prospectus Supplement—Market-Making Transactions."

Dividends and Other Distributions

The preferred stock depositary will distribute all cash dividends or other cash distributions received in respect of the deposited holders of depositary shares relating to such preferred stock in proportion to the number of such depositary shares owned by s

The preferred stock depositary will distribute any property other than cash received by it in respect of the preferred stock to th shares entitled thereto. If the preferred stock depositary determines that it is not feasible to make such distribution, it may, with and distribute the net proceeds from such sale to such holders.

The amount distributed to holders of depositary shares will be reduced by any amounts required to be withheld by us or the pre account of taxes or other governmental charges.

Redemption of Preferred Stock

If a series of preferred stock represented by depositary shares is to be redeemed, the depositary shares will be redeemed fro preferred stock depositary resulting from the redemption, in whole or in part, of such series of preferred stock. The depositary preferred stock depositary at a price per depositary share equal to the applicable fraction or multiple of the redemption price p shares of preferred stock so redeemed.

Whenever we redeem shares of preferred stock held by the preferred stock depositary, the preferred stock depositary will red number of depositary shares representing shares of preferred stock so redeemed. If fewer than all the depositary shares are t shares to be redeemed will be selected by the preferred stock depositary by lot or ratably or by any other equitable method as may decide.

After the date fixed for redemption, the depositary shares called for redemption will no longer be deemed to be outstanding, an

depositary shares will cease, except the right to receive the monies payable and any other property to which the holders were surrender to the

Table of Contents

preferred stock depositary of the depositary receipts evidencing the depositary shares. Any funds deposited by us with the pre depositary shares that the holders fail to redeem will be returned to us after a period of two years from the date the funds are

Voting Deposited Preferred Stock

Upon receipt of notice of any meeting at which the holders of any series of deposited preferred stock are entitled to vote, the p the information contained in such notice of meeting to the record holders of the depositary shares relating to such series of pre such depositary shares on the record date will be entitled to instruct the preferred stock depositary to vote the amount of the p holder's depositary shares. The preferred stock depositary will try to vote the amount of such series of preferred stock represe accordance with such instructions.

We will agree to take all actions that the preferred stock depositary determines as necessary to enable the preferred stock de preferred stock depositary will abstain from voting shares of any series of preferred stock held by it for which it does not receiv holders of depositary shares representing such shares.

Amendment and Termination of the Deposit Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may at any time b us and the preferred stock depositary. However, any amendment that materially and adversely alters any existing right of the h be effective unless such amendment has been approved by the holders of at least a majority of such depositary shares then ou outstanding depositary receipt at the time any such amendment becomes effective shall be deemed, by continuing to hold such agree to such amendment and to be bound by the deposit agreement, which has been amended thereby. The deposit agreeme

- all outstanding depositary shares have been redeemed; or
- a final distribution in respect of the preferred stock has been made to the holders of depositary shares in connection winding up.

Charges of Preferred Stock Depositary; Taxes and Other Governmental Charges

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangem the depositary in connection with the initial deposit of preferred stock and any redemption of preferred stock. Holders of depos and other taxes and governmental charges and such other charges, including a fee for the withdrawal of shares of preferred st receipts, as are expressly provided in the deposit agreement to be for their accounts.

Resignation and Removal of Depositary

The preferred stock depositary may resign at any time by delivering to us notice of its intent to do so, and we may at any time depositary, any such resignation or removal to take effect upon the appointment of a successor preferred stock depositary and appointment. Such successor preferred stock depositary must be appointed within 60 days after delivery of the notice of resign bank or trust company having its principal office in the United States and having a combined capital and surplus of at least $50,

Miscellaneous

The preferred stock depositary will forward all reports and communications from us which are delivered to the preferred stock required to furnish to the holders of the deposited preferred stock.

Neither we nor the preferred stock depositary will be liable if either is prevented or delayed by law or any circumstances beyon obligations under the deposit agreement. Our obligations and those of the preferred stock depositary under the deposit agreem in good faith of their duties thereunder and they will not be obligated to prosecute or defend any legal proceeding in respect of

receipts or shares of preferred stock unless satisfactory indemnity is furnished. We and the preferred stock depositary may rel
accountants, or upon information provided by holders of depositary receipts or other persons believed to be competent and on

Table of Contents

Purchase Contracts

We may issue purchase contracts, including purchase contracts issued as part of a unit with one or more warrants, shares of p stock and debt securities issued by us, debt obligations or other securities of an entity affiliated or not affiliated with us or other of:

- securities issued by us or by an entity affiliated or not affiliated with us, a basket of those securities, an index or indi other property;
- currencies;
- commodities;
- any other property; or
- any combination of the above.

We refer to this property in the above clauses as “purchase contract property.”

Each purchase contract will obligate the holder to purchase or sell, and obligate us to sell or purchase, on specified dates, the specified price or prices, all as described in the applicable prospectus supplement. The applicable prospectus supplement will a the holders may purchase or sell the purchase contract property and any acceleration, cancellation or termination provisions or settlement of a purchase contract.

Pre-Paid Purchase Contracts

Purchase contracts may require holders to satisfy their obligations under the purchase contracts at the time they are issued. W contracts as “pre-paid purchase contracts.” In certain circumstances, our obligation to settle pre-paid purchase contracts on th constitute senior indebtedness or subordinated indebtedness of ours. Accordingly, pre-paid purchase contracts may be issued the subordinated debt indenture, as specified in the applicable prospectus supplement.

Purchase Contracts Issued as Part of Units

Purchase contracts issued as part of a unit will be governed by the terms and provisions of a Unit Agreement. See “Description Units.” The applicable prospectus supplement will specify the following:

- whether the purchase contract obligates the holder to purchase or sell the purchase contract property;
- whether and when a purchase contract issued as part of a unit may be separated from the other securities or prope prior to the purchase contract’s settlement date;
- the methods by which the holders may purchase or sell the purchase contract property;
- any acceleration, cancellation or termination provisions or other provisions relating to the settlement of a purchase c
- whether the purchase contracts will be issued in fully registered or bearer form, in definitive or global form or in any although, in any case, the form of a purchase contract included in a unit will correspond to the form of the unit and o included in that unit.

Settlement of Purchase Contracts. Where purchase contracts issued together with debt securities or debt obligations as part o purchase contract property, the unit agent may apply principal payments from the debt securities or debt obligations in satisfac under the related purchase contract as specified in the prospectus supplement. The unit agent will not so apply the principal pa cash to meet its obligations under the purchase contract. To settle the purchase contract and receive the purchase contract pro

surrender the unit certificates at the office of the unit agent. If a holder settles its obligations under a purchase contract that is p
delivering the debt security or debt obligation that is part of the unit, that debt security or debt obligation will remain outstanding
the relevant settlement date and, as more fully described in the applicable prospectus supplement, the holder will receive that d
an interest in the relevant global debt security.

Table of Contents

Units

As specified in the applicable prospectus supplement, we may issue units consisting of one or more purchase contracts, warra shares, preferred shares, common shares or any combination of such securities. The applicable prospectus supplement will de

- the terms of the units and of the purchase contracts, warrants, debt securities, depositary shares, preferred shares the units, including whether and under what circumstances the securities comprising the units may be traded separa
- a description of the terms of any unit agreement governing the units;
- a description of the provisions for the payment, settlement, transfer or exchange or the units; and
- any applicable U.S. federal income tax consequences.

The terms and conditions described under "Description of Securities We May Offer—Debt Securities," "—Warrants," "—Prefer "—Purchase Contracts," and "—Common Stock" will apply to each unit and to any warrants, purchase contracts, shares of pre stock or debt securities issued by us included in each unit, as applicable, unless otherwise specified in the applicable prospectu

We will issue the units under one or more unit agreements, each referred to as a Unit Agreement, to be entered into between u unit agent. The specific terms of any Unit Agreement will be described in the applicable prospectus supplement. We may issue will be described in the applicable prospectus supplement.

Common Stock

Our authorized capital stock includes 500 million shares of common stock, 205,171,547 of which were issued and outstanding a briefly summarizes the material terms of our common stock. You should read the more detailed provisions of our certificate of i provisions that may be important to you. You can obtain copies of these documents by following the directions outlined in "Whe

General

Each holder of common stock is entitled to one vote per share for the election of directors and for all other matters to be voted otherwise provided by law, the holders of common stock vote as one class together with holders of our preferred stock (if they common stock may not cumulate their votes in the election of directors, and are entitled to share equally in the dividends that m directors, but only after payment of dividends required to be paid on outstanding shares of preferred stock.

Upon our voluntary or involuntary liquidation, dissolution or winding up, holders of common stock share ratably in the assets rem and provision for the preference of any preferred stock. There are no preemptive or other subscription rights, conversion rights installment payment provisions relating to shares of our common stock. All of the outstanding shares of our common stock are transfer agent and registrar for the common stock is American Stock Transfer. The common stock is listed on the New York St "JEF."

Our affiliates may resell our common stock after its initial issuance in market-making transactions. We discuss these transactio —Information in the Prospectus Supplement—Market-Making Transactions."

Delaware Law, Certificate of Incorporation and By-Law Provisions that May Have an Antitakeover Effect

The following discussion concerns certain provisions of Delaware law and our certificate of incorporation and by-laws that may offer or takeover attempt that a stockholder might consider to be in its best interest, including offers or attempts that might resu market price for its shares.

Table of Contents

Delaware Law. We are subject to the provisions of Section 203 of the Delaware General Corporation Law. In general, Section
Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years after
the person became an interested stockholder, unless:

- prior to the business combination the corporation's board of directors approved either the business combination or t
  stockholder becoming an interested stockholder; or
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the sto
  the outstanding voting stock of the corporation at the time the transaction commenced, excluding for the purpose of
  outstanding those shares owned by the corporation's officers and directors and by employee stock plans in which e
  the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange
- at or subsequent to the time the business combination is approved by the corporation's board of directors and autho
  meeting of its stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of its outstanding
  by the interested stockholder.

A business combination includes mergers, asset sales or other transactions resulting in a financial benefit to the stockholder. A
who, together with affiliates and associates, owns (or within three years did own) 15% or more of the corporation's voting stoc

Certificate of Incorporation and By-Laws. Our by-laws provide that special meetings of stockholders may be called by our Sec
majority of our board of directors or by any person authorized by the board of directors to call a special meeting. Written notice
place, date and hour of the meeting and the purposes for which the meeting is called must be given between 10 and 60 days b
only business specified in the notice may come before the meeting. In addition, our by-laws provide that directors be elected by
annual meeting and does not include a provision for cumulative voting for directors. Under cumulative voting, a minority stockhol
of a class of shares may be able to ensure the election of one or more directors.

Table of Contents

FORM, EXCHANGE AND TRANSFER

Each debt security, equity security, warrant, purchase contract and unit will be represented either by a certificate issued in defi or by one or more global securities representing the entire issuance of securities. Both certificated securities in definitive form a only in registered form. Definitive securities name you or your nominee as the owner of the security, and, in order to transfer or receive payments other than interest or other interim payments, you or your nominee must physically deliver the securities to th or other agent, as applicable. Global securities name a depositary or its nominee as the owner of the debt securities, warrants represented by these global securities. The depositary maintains a computerized system that will reflect each investor's benefic through an account maintained by the investor with its broker/dealer, bank, trust company or other representative, as we explai Securities."

Our obligations, as well as the obligations of the trustee under any indenture and the obligations, if any, of any warrant agents a agents of ours, any agents of the trustee or any agents of any warrant agents or unit agents, run only to the persons or entities securities in the relevant security register. Neither we nor any trustee, warrant agent, unit agent, other agent of ours, agent of t agents or unit agents have obligations to investors who hold beneficial interest in global securities, in street name or by any oth

Upon making a payment or giving a notice to the holder as required by the terms of that security, we will have no further respon even if that holder is required, under agreements with depositary participants or customers or by law, to pass it along to the ind in that security but does not do so. Similarly, if we want to obtain the approval or consent of the holders of any securities for an approval only from the holders, and not the indirect owners, of the relevant securities. Whether and how the holders contact the governed by the agreements between such holders and the indirect owners.

References to "you" in this prospectus refer to those who invest in the securities being offered by this prospectus, whether they indirect owners of beneficial interests in those securities.

Global Securities

We may issue debt securities, equity securities, warrants, purchase contracts and units in the form of one or more global secur depositary or its nominee identified in the applicable prospectus supplement and registered in the name of that depositary or its more global securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate princip to be represented by global securities. Unless and until it is exchanged in whole for securities in definitive registered form, a glo except as a whole by and among the depositary for the global security, the nominees of the depositary or any successors of th

Debt securities issued in registered global form primarily outside the United States will be deposited with a common safekeepe Luxembourg and will be registered in the name of a nominee of the common safekeeper. We anticipate that the provisions desc below will apply to all other depositary arrangements, unless otherwise described in the prospectus supplement relating to thos

The Depositary

Except as otherwise described herein or in the applicable prospectus supplement, The Depository Trust Company, New York, N designated as the depositary for any registered global security. Each registered global security will be registered in the name o nominee.

The Depositary is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within

Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform C
agency”

Table of Contents

registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. The Depositary hold direct participants, and it facilitates the settlement of transactions among its direct participants in those securities through electr changes in participants' accounts, eliminating the need for physical movement of securities certificates. The Depositary's direct non-U.S. securities brokers and dealers, including the agents, banks, trust companies, clearing corporations and other organiza representatives own the Depositary. Access to the Depositary's book-entry system is also available to others, such as both U.S dealers, banks, trust companies and clearing corporations, such as Euroclear and Clearstream, Luxembourg, that clear through relationship with a participant, either directly or indirectly. The rules applicable to the Depositary and its participants are on file w

Purchases of the securities under the Depositary's system must be made by or through its direct participants, which will receive Depositary's records. The ownership interest of each actual purchaser of each security (the "beneficial owner") is in turn to be r and indirect participants. Beneficial owners will not receive written confirmation from the Depositary of their purchase, but bene receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direc which the beneficial owner entered into the transaction. Transfers of ownership interests in the securities are to be made by en indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their owne in the event that use of the book-entry system for the securities is discontinued.

To facilitate subsequent transfers, all securities deposited with the Depositary are registered in the name of the Depositary's pa such other name as may be requested by the Depositary. The deposit of securities with the Depositary and their registration in other nominee of the Depositary do not effect any change in beneficial ownership. The Depositary has no knowledge of the act securities; the Depositary's records reflect only the identity of the direct participants to whose accounts the securities are credi beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by the Depositary to direct participants, by direct participants to indirect part and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulat effect from time to time.

Neither the Depositary nor Cede & Co. (nor such other nominee of the Depositary) will consent or vote with respect to the secu participant in accordance with the Depositary's procedures. Under its usual procedures, the Depositary mails an omnibus proxy the applicable record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants ide omnibus proxy to whose accounts the securities are credited on the record date.

Redemption proceeds, distributions, and dividend payments on the securities will be made to Cede & Co or such other nominee Depositary. The Depositary's practice is to credit direct participants' accounts upon the Depositary's receipt of funds and corres or any agent of ours, on the date payable in accordance with their respective holdings shown on the Depositary's records. Payr owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts o registered in "street name," and will be the responsibility of such participant and not of the Depositary or its nominee, the truste to any statutory or regulatory requirements as may be in effect from time to time. Payments of redemption proceeds, distributio Cede & Co. or such other nominee as may be requested by the Depositary is the responsibility of us or of any paying agent of payments to direct participants will be the responsibility of the Depositary, and disbursement of such payments to the beneficia direct and indirect participants.

The Depositary may discontinue providing its services as depositary with respect to the securities at any time by giving reasona Under such circumstances, in the event that a successor depositary is not obtained by us within 90 days, security certificates a

delivered. In addition, under

Table of Contents

the terms of the indentures, we may at any time and in our sole discretion decide not to have any of the securities represented
securities. We understand, however, that, under current industry practices, the Depositary would notify its participants of our re
beneficial interests from a global security at the request of each participant. We would issue definitive certificates in exchange f
Any securities issued in definitive form in exchange for a registered global security will be registered in the name or names that
relevant trustee, warrant agent, unit agent or other relevant agent of ours or theirs. It is expected that the Depositary's instructi
received by the Depositary from participants with respect to ownership of beneficial interests in the registered global security th
Depositary.

According to the Depositary, the foregoing information relating to the Depositary has been provided to the financial community f
is not intended to serve as a representation, warranty or contract modification of any kind.

The information in this section concerning the Depositary and Depositary's book-entry system has been obtained from sources
take no responsibility for the accuracy thereof. The Depositary may change or discontinue the foregoing procedures at any time

Table of Contents

BOOK-ENTRY PROCEDURES AND SETTLEMENT

The securities will be issued in the form of one or more fully registered global securities which will be deposited with, or on beh registered in the name of Cede & Co. Beneficial interests in the registered global securities will be represented through book-e institutions acting on behalf of beneficial owners as direct and indirect participants in the Depositary, as described above. Inves the registered global securities held by the Depositary through Clearstream, Luxembourg or Euroclear if they are participants ir through organizations which are participants in those systems. Clearstream, Luxembourg and Euroclear will hold interests on be customers' securities accounts in Clearstream, Luxembourg's and Euroclear's names on the books of their respective depositar in the registered global securities in customers' securities accounts in the depositaries' names on the books of the Depositary. for Clearstream, Luxembourg, and The Bank of New York Mellon, a New York banking corporation, will act as depositary for E Citibank, N.A. and The Bank of New York Mellon, acting in this depositary capacity, as the "U.S. depositary" for the relevant cle below, the registered global securities may be transferred, in whole but not in part, only to the Depositary, another nominee of the Depositary or its nominee.

Clearstream, Luxembourg advises that distributions with respect to the securities held through Clearstream, Luxembourg will be Clearstream, Luxembourg customers in accordance with its rules and procedures, to the extent received by the U.S. depositary

Euroclear advises that distributions with respect to the securities held beneficially through Euroclear will be credited to the cash in accordance with the terms and conditions, to the extent received by the U.S. depositary for Euroclear.

Euroclear further advises that investors that acquire, hold and transfer interests in securities by book-entry through accounts wi intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as th governing the relationship between their intermediary and each other intermediary, if any, standing between themselves and the

Individual certificates in respect of the securities will not be issued in exchange for the registered global securities, except in ve Depositary notifies us that it is unwilling or unable to continue as a clearing system in connection with the registered global secu agency registered under the Exchange Act, and a successor clearing system is not appointed by us within 90 days after receivi or upon becoming aware that the Depositary is no longer so registered, we will issue or cause to be issued individual certificate of transfer of, or in exchange for, book-entry interests in the securities represented by registered global securities upon delivery securities for cancellation.

Title to book-entry interests in the securities will pass by book-entry registration of the transfer within the records of Clearstrea Depositary, as the case may be, in accordance with their respective procedures. Book-entry interests in the securities may be Luxembourg and within Euroclear and between Clearstream, Luxembourg and Euroclear in accordance with procedures establi Clearstream, Luxembourg and Euroclear. Book-entry interests in the securities may be transferred within the Depositary in acc established for this purpose by the Depositary. Transfers of book-entry interests in the securities among Clearstream, Luxembo Depositary may be effected in accordance with procedures established for this purpose by Clearstream, Luxembourg, Euroclea

Global Clearance and Settlement Procedures

Initial settlement for the securities offered on a global basis through the Depositary will be made in immediately available funds. between the Depositary's participants will occur in the ordinary way in accordance with the Depositary's rules and will be settle using the Depositary's

Table of Contents

Same-Day Funds Settlement System. Secondary market trading between Clearstream, Luxembourg customers and/or Eurocle ordinary way in accordance with the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear and procedures applicable to conventional Eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through the Depositary on the one hand, and directly or in Luxembourg customers or Euroclear participants, on the other, will be effected through the Depositary in accordance with the D relevant European international clearing system by its U.S. depositary; however, these cross-market transactions will require de relevant European international clearing system by the counterparty in the clearing system in accordance with its rules and proc deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requ U.S. depositary to take action to effect final settlement on its behalf by delivering interests in the securities to or receiving intere Depositary, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable t Luxembourg customers and Euroclear participants may not deliver instructions directly to their respective U.S. depositaries.

Because of time-zone differences, credits of interests in the securities received in Clearstream, Luxembourg or Euroclear as a Depositary participant will be made during subsequent securities settlement processing and dated the business day following th Credits of interests or any transactions involving interests in the securities received in Clearstream, Luxembourg or Euroclear as Depositary participant and settled during subsequent securities settlement processing will be reported to the relevant Clearstre Euroclear participants on the business day following the Depositary settlement date. Cash received in Clearstream, Luxembour of interests in the securities by or through a Clearstream, Luxembourg customer or a Euroclear participant to a Depositary part on the Depositary settlement date but will be available in the relevant Clearstream, Luxembourg or Euroclear cash account only settlement in the Depositary.

Although the Depositary, Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate securities among participants of the Depositary, Clearstream, Luxembourg and Euroclear, they are under no obligation to perfo foregoing procedures and these procedures may be changed or discontinued at any time.

Table of Contents

RATIO OF EARNINGS TO FIXED CHARGES

Our consolidated ratios of earnings to fixed charges and ratio of earnings to combined fixed charges and preferred stock divide November 30, 2011, eleven months ended November 30, 2010 and each of the years in the three year period ended Decembe period ended February 29, 2012 are as follows:

	TWELVE MONTHS ENDED NOVEMBER 30, 2011	ELEVEN MONTHS ENDED NOVEMBER 30, 2010	TWELVE MONTHS ENDED DECE	
			2009	2008 (3)
Ratio of Earnings to Fixed Charges (1)	2.4x	2.9x	4.2x	—
Ratio of Earnings to Combined Fixed Charges and Convertible Preferred Stock Dividends (2)	2.4x	2.9x	4.1x	—

(1) The ratio of earnings to fixed charges is computed by dividing (a) income from continuing operations before income taxes plus fixed charges by (b) fixed charges. Fixed long-term indebtedness and the portion of operating lease rental expense that is representative of the interest factor (deemed to be one-third of operating lease rentals).

(2) The ratio of earnings to combined fixed charges and preferred stock dividends is computed by dividing (a) income from continuing operations before income taxes plus and (c) convertible preferred stock dividends. Fixed charges consist of interest expense on all long-term indebtedness and the portion of operating lease rental expense (deemed to be one-third of operating lease rentals).

(3) Earnings for the year ended December 31, 2008 were insufficient to cover fixed charges by approximately $756.3 million.

Table of Contents

USE OF PROCEEDS

Unless otherwise set forth in the applicable prospectus supplement, we intend to use the net proceeds from the sale of the sec
for general corporate purposes, which may include, among other things:

- additions to working capital;
- the redemption or repurchase of outstanding equity and debt securities;
- the repayment of indebtedness; and
- the expansion of our business through internal growth or acquisitions.

We may raise additional funds from time to time through equity or debt financing, including borrowings under credit facilities, to
operations.

Table of Contents

PLAN OF DISTRIBUTION

We may offer the securities to or through underwriters or dealers, by ourselves directly, through agents, or through a combinati
sale. Any such underwriters, dealers or agents may include our affiliates. The details of any such offering will be set forth in the
relating to the offering.

Table of Contents

CONFLICTS OF INTEREST

Jefferies & Company, Inc., our broker-dealer subsidiary, is a member of the Financial Industry Regulatory Authority, Inc. (FINRA distributions of the offered securities. Accordingly, offerings of offered securities in which Jefferies & Company, Inc. participates set forth in FINRA Rule 5121. Furthermore, any underwriters offering the offered securities will not confirm sales to any accoun discretionary authority without the prior approval of the customer.

In compliance with the guidelines of FINRA, the maximum commission or discount to be received by any FINRA member or inde exceed 8% of the aggregate principal amount of securities offered pursuant to this prospectus. We anticipate, however, that th be received in any particular offering of securities will be significantly less than this amount.

Table of Contents

MARKET-MAKING RESALES BY AFFILIATES

This prospectus may be used by Jefferies & Company, Inc. in connection with offers and sales of the securities in market-maki sales of any other securities covered by this prospectus, including securities issued under previous registration statements, and incidental to such market-making activity). In a market-making transaction, Jefferies & Company, Inc. may resell a security it ac the original offering and sale of the security. Resales of this kind may occur in the open market or may be privately negotiated a time of resale or at related or negotiated prices. In these transactions, Jefferies & Company, Inc. may act as principal or agent counterparty in a transaction in which Jefferies & Company, Inc. acts as principal, or as agent for both counterparties in a trans Company, Inc. does not act as principal. Jefferies & Company, Inc. may receive compensation in the form of discounts and com counterparties in some cases. Other affiliates of Jefferies Group, Inc. may also engage in transactions of this kind and may use

Jefferies Group, Inc. does not expect to receive any proceeds from market-making transactions. Jefferies Group, Inc. does no Inc. or any other affiliate that engages in these transactions will pay any proceeds from its market-making resales to Jefferies

Information about the trade and settlement dates, as well as the purchase price, for a market-making transaction will be provid confirmation of sale.

Unless Jefferies Group, Inc. or an agent informs you in your confirmation of sale that your security is being purchased in its assume that you are purchasing your security in a market-making transaction.

Table of Contents

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of the material United States federal income tax consequences of purchasing, owning and this prospectus ("debt securities"). It applies only to a holder that acquires debt securities upon their original issuance at their in otherwise specifically noted) and that holds its debt securities as capital assets within the meaning of Section 1221 of the Intern amended (the "Code"). This section does not apply to a holder that is a member of a class of holders subject to special rules, s

- a dealer in securities or currencies;
- a trader in securities that elects to use a mark-to-market method of accounting for its securities holdings;
- a bank or other financial institution;
- an insurance company;
- a tax-exempt organization;
- a person that owns debt securities that are a hedge or that are hedged against interest rate risks;
- a person that owns debt securities as part of a straddle or conversion transaction for tax purposes;
- a United States holder (as defined below) whose functional currency for tax purposes is not the U.S. dollar; or
- except as specifically noted, a United States alien holder (as defined below) that holds the debt securities in connec business.

Moreover, this summary does not address the United States federal estate and gift tax or alternative minimum tax consequence securities.

This section is based on the Code, its legislative history, existing and proposed Treasury regulations under the Code, published currently in effect. These laws are subject to change, possibly on a retroactive basis. This discussion does not address any tax state, local or foreign law.

This discussion is subject to any additional discussion regarding United States federal taxation contained in the applicable prosp supplement, which may describe tax consequences for applicable debt securities that differ from the discussion provided herein the applicable prospectus supplement or pricing supplement for any additional discussion of United States federal taxation with securities offered thereunder.

If a partnership or an entity treated as a partnership holds the debt securities, the United States federal income tax treatment o on the status of the partner and the tax treatment of the partnership. A partner in a partnership or an entity treated as a partne should consult its tax advisor with regard to the United States federal income tax treatment of an investment in the debt securiti

If the debt securities may provide that we have the right to redeem them at greater than 100% of the principal amount of the de interest, the discussion in this section is based in part on our determination that with respect to debt securities where we have t securities at greater than 100% of the principal amount of the debt securities, plus accrued interest, there will be no more than exercise our right to redeem the debt securities in circumstances where the amount that we would have to pay in redemption w present values of the remaining scheduled payments of interest and principal on the debt securities, and that there is more than exercise our right to redeem the debt securities in circumstances where the amount that we would have to pay would equal 100 debt securities, plus accrued interest thereon to the date of redemption. Our determination that there will be no more than a re redeem the debt securities in circumstances where the amount we would have to pay in redemption will be based on the prese

scheduled payments of interest and principal on the debt securities is binding on holders of the debt securities, unless a holder Service, in the manner required by applicable Treasury regulations, that the holder is taking a different position. It is possible th may take a

Table of Contents

different position regarding the remoteness of the likelihood of redemptions, in which case, if the position of the Internal Revenu timing, amount and character of income recognized with respect to a debt security may be substantially different from that desc required to recognize income significantly in excess of payments received and may be required to treat as interest income all o on a disposition of a debt security. This discussion assumes that the Internal Revenue Service will not take a different position c that such position will not be sustained. Prospective purchasers should consult their own tax advisors as to the tax consideratio redemption.

Persons considering the purchase of debt securities should consult their own tax advisors concerning the consequences of p of debt securities in their particular circumstances under the Code and the laws of any other taxing jurisdiction.

United States Holders

This subsection describes the tax consequences to a United States holder. A holder is a United States holder if that holder is a and is or is treated for United States federal income tax purposes as:

- a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States or any State thereof or the District of Colum
- an estate whose income is subject to United States federal income tax regardless of its source; or
- a trust if (i) a United States court can exercise primary supervision over the trust's administration and one or more U authorized to control all substantial decisions of the trust or (ii) the trust was in existence on August 20, 1996 and ha as a United States person.

Holders that are not United States holders should refer to "—United States Alien Holders" below.

Payments of Interest. Except as described below, stated interest payments on the debt securities generally will be taxable as o interest accrues or is received, in accordance with a holder's regular method of accounting for United States federal income tax the treatment of debt securities issued with original issue discount are described under "Original Issue Discount" below.

Original Issue Discount. The following is a summary of the material United States federal income tax consequences of the own with original issue discount. A debt security that has an issue price of less than its stated redemption price at maturity generally discount for federal income tax purposes in the amount of such difference. The issue price of a debt security generally is the fir amount of the issue of debt securities is sold to the public (excluding bond houses, brokers or similar persons acting in the capa wholesalers). The stated redemption price at maturity is the total amount of all payments provided by the debt security other th payments. Qualified stated interest generally is stated interest that is unconditionally payable at least annually either at a single rates. Qualified stated interest will be taxable to a United States holder when accrued or received in accordance with the Unite tax accounting.

A debt security will be considered to have de minimis original issue discount if the excess of its stated redemption price at matu the product of 0.25 percent of the stated redemption price at maturity and the number of complete years to maturity (or the we of a debt security that provides for payment of an amount other than qualified stated interest before maturity). United States ho minimis original issue discount generally must include such de minimis original issue discount in income as stated principal paym made in proportion to the stated principal amount of the debt security.

United States holders of debt securities issued with original issue discount that is not de minimis original issue discount and that

the date of issuance will be required to include such original issue discount in gross income for federal income tax purposes as holder's method of accounting), in advance of receipt of the cash attributable to such income. Original issue discount accrues b

Table of Contents

a compounded, constant yield to maturity; accordingly, United States holders of debt securities issued at an original issue disco include in income increasingly greater amounts of original issue discount in successive accrual periods.

The annual amount of original issue discount includable in income by the initial United States holder of a debt security issued at the sum of the daily portions of the original issue discount with respect to the debt security for each day on which such holder h taxable year. Generally, the daily portions of the original issue discount are determined by allocating to each day in an accrual p original issue discount allocable to such accrual period. The term accrual period means an interval of time with respect to which discount is measured, which intervals may vary in length over the term of the debt security provided that each accrual period is scheduled payment of principal or interest occurs on either the first or final day of an accrual period.

The amount of original issue discount allocable to an accrual period will be the excess of (i) the product of the adjusted issue pr commencement of such accrual period and its yield to maturity over (ii) the amount of any qualified stated interest payments all adjusted issue price of the debt security at the beginning of the first accrual period is its issue price, and, on any day thereafter and the amount of the original issue discount previously includable in the gross income of any holder (without regard to any acq amount of any payment other than a payment of qualified stated interest previously made with respect to the debt security. The the original issue discount allocable to an accrual period if an interval between payments of qualified stated interest contains mo yield to maturity of the debt security is the yield to maturity computed on the basis of a constant interest rate, compounding at t such constant yield, however, must take into account the length of the particular accrual period. If all accrual periods are of equ initial and final shorter accrual period(s), the amount of original issue discount allocable to the initial period may be computed us original issue discount allocable to the final accrual period is in any event the difference between the amount payable at maturity stated interest) and the adjusted issue price at the beginning of the final accrual period.

If a portion of the initial purchase price of a debt security is attributable to pre-issuance accrued interest, the first stated interes to be made within one year of the debt security's issue date, and the payment will equal or exceed the amount of pre-issuance States holder may elect to decrease the issue price of the debt security by the amount of pre-issuance accrued interest. In that interest payment will be treated as a return of the excluded pre-issuance accrued interest and not as an amount payable on the

If a debt security provides for an alternative payment schedule or schedules applicable upon the occurrence of a contingency o remote or incidental contingency), whether such contingency relates to payments of interest or of principal, if the timing and am comprise each payment schedule are known as of the issue date and if one of such schedules is significantly more likely than n of the debt security are determined by assuming that the payments will be made according to that payment schedule. If there is is significantly more likely than not to occur (other than because of a mandatory sinking fund), the debt security will be subject t contingent payment obligations. These rules will be discussed in the applicable prospectus supplement or pricing supplement .

United States holders of debt securities containing a survivor's option issued with original issue discount should consult with thei of such feature to their particular circumstances.

For purposes of calculating the yield and maturity of a debt security subject to an issuer or holder right to accelerate principal r option or put option), such call option or put option is presumed exercised if the yield on the debt security would be less or more the option were not exercised. The effect of this rule generally may be to accelerate or defer the inclusion of original issue disco States holder whose debt security is subject to a put option or a call option, as compared to a debt security that does not have presumed to be exercised is not in fact exercised, the

Table of Contents

debt security is treated as reissued on the date of presumed exercise for an amount equal to its adjusted issue price on that da such debt security's yield and maturity and any related subsequent accruals of original issue discount.

Market Discount. If a United States holder purchases a debt security for an amount that is less than its "revised" issue price in original issue discount (or, in the case of a debt security issued without original issue discount, its stated redemption price at ma will be treated as having purchased such debt security at a "market discount," unless such market discount is less than a specif purpose, the "revised" issue price of a debt security generally equals its issue price, increased by the amount of original issue d term of the debt security.

Under the market discount rules, a United States holder will be required to treat any partial principal payment on, or any gain re retirement or other disposition of, a debt security as ordinary income to the extent of the lesser of (1) the amount of such paym market discount which has not previously been included in income and that is treated as having accrued on such debt security a disposition. Market discount will be considered to accrue ratably during the period from the date of acquisition to the stated ma unless the United States holder elects (as described below) to accrue market discount on the basis of semiannual compounding to the debt securities with respect to which it is made, and may not be revoked.

A United States holder may be required to defer the deduction of all or a portion of the interest paid or accrued on any indebted purchase or carry a debt security with market discount until the stated maturity of the debt security or certain earlier disposition

A United States holder may elect to include market discount in income currently as it accrues (on either a ratable or semiannual case the rules described above regarding the treatment as ordinary income of gain upon the disposition of the debt security and payments and regarding the deferral of interest deductions will not apply. Generally, such currently included market discount is U.S. federal income tax purposes. Such an election will apply to all debt instruments acquired by the United States holder on or taxable year to which such election applies and may be revoked only with the consent of the Internal Revenue Service ("IRS").

Premium. Generally, if a United States holder purchases a debt security for an amount that is greater than the sum of all amou after the purchase date, such United States holder may be considered to have purchased the debt security with "amortizable b such excess. A United States holder may elect to amortize such premium using a constant yield method over the remaining term offset interest otherwise required to be included in respect of the debt security during any taxable year by the amortized amoun year. If a United States holder elects to amortize bond premium, such holder generally must reduce its tax basis in the debt sec premium used to offset interest income. However, if the debt security may be optionally redeemed after the United States holde its stated redemption price at maturity, special rules would apply which could result in a deferral of the amortization of some bo of the debt security. Any election to amortize bond premium applies to all taxable debt instruments acquired by the United State the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

Constant Yield Election. A United States holder of a debt security may elect to include in income all interest and discount (inclu discount and market discount), as adjusted by any premium with respect to such debt security based on a constant yield metho election is made for the taxable year in which the United States holder acquired the debt security, and it may not be revoked wi Revenue Service. If such election is made with respect to a debt security having market discount, such holder will be deemed t market discount on a constant interest basis with respect to all debt instruments having market discount acquired during the yea with respect to a debt security having amortizable bond premium, such holder will be deemed to have made an election to amo respect to all debt instruments having amortizable bond premium held by the taxpayer during the year of election or thereafter.

Table of Contents

Short-term debt securities. Debt securities that have a fixed maturity of one year or less ("short-term debt securities") will be tr acquisition discount. In general, an individual or other cash-method United States holder is not required to accrue such acquisitio States holder elects to do so. If such an election is not made, any gain recognized by the United States holder on the sale, exc debt security will be ordinary income to the extent of the acquisition discount accrued on a straight-line basis, or upon election u (based on daily compounding), through the date of sale or stated maturity, and a portion of the deductions otherwise allowable interest on borrowings allocable to the short-term debt security will be deferred until a corresponding amount of income is realiz report income for U.S. federal income tax purposes under the accrual method, and certain other holders including banks and de accrue acquisition discount on a short-term debt security on a straight-line basis unless an election is made to accrue the acqui yield method (based on daily compounding).

Purchase, Sale and Retirement of the debt securities. A holder's tax basis in a debt security will generally be the cost of the de accrued and unpaid original issue discount, amounts elected to be included in income and premium. A holder generally will reco sale, retirement or other taxable disposition of a debt security equal to the difference between the amount realized on the sale, disposition and the holder's adjusted tax basis in the debt security. A holder will recognize capital gain or loss at the time of suc disposition, except that proceeds attributable to accrued but unpaid interest, accrued market discount, and amounts elected to recognized as ordinary interest income to the extent that the holder has not previously included the accrued interest in income. United States holder is currently taxed at reduced rates where the holder has a holding period greater than one year. The dedu to limitations.

Additional Tax on Investment Income

On March 30, 2010, President Obama signed into law the Health Care and Education Reconciliation Act of 2010. This legislatio estates and trusts to pay a 3.8% Medicare surtax on "net investment income" (in the case of individuals) or "undistributed net in estates and trusts) including, among other things, interest and proceeds of sale in respect of securities like the debt securities, surtax will apply for taxable years beginning after December 31, 2012. Prospective purchasers of the debt securities should co regarding the effect, if any, of the legislation on their ownership and disposition of the debt securities.

United States Alien Holders

This subsection describes the tax consequences to a United States alien holder. A holder is a United States alien holder if that h debt security and is, for United States federal income tax purposes, an individual, corporation, estate or trust that is not a Unite

This subsection does not apply to a United States holder.

Subject to the discussion below under Foreign Account Compliance,"Under United States federal income tax law, and subject to withholding below, if a holder is a United States alien holder of a debt security, we and other United States paying agents (colle Payors") generally will not be required to deduct a 30% United States withholding tax from payments on the debt securities to t payments of interest:

(a) the holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stoc

(b) the holder is not a controlled foreign corporation that is related to us through stock ownership; and

(c) the U.S. Payor does not have actual knowledge or reason to know that the holder is a United States person and:

(i) the holder has furnished to the U.S. Payor an Internal Revenue Service Form W-8BEN or an acceptable substitute form upon

penalties of perjury, that the holder is (or, in the case of a United States alien holder that is an estate or trust, such forms certify estate or trust is) a non-United States person;

Table of Contents

(ii) the U.S. Payor has received a withholding certificate (furnished on an appropriate Internal Revenue Service Form W-8 or an person claiming to be:

(A) a withholding foreign partnership (generally a foreign partnership that has entered into an agreement with the Internal Reven withholding responsibility with respect to distributions and guaranteed payments it makes to its partners);

(B) a qualified intermediary (generally a non-United States financial institution or clearing organization or a non-United States br financial institution or clearing organization that is a party to a withholding agreement with the Internal Revenue Service); or

(C) a U.S. branch of a non-United States bank or of a non-United States insurance company, that has agreed to be treated as withholding purposes,

and the withholding foreign partnership, qualified intermediary or U.S. branch has received documentation upon which it may rel a non-United States person that is, for United States federal income tax purposes, the beneficial owner of the payments on the U.S. Treasury regulations (or, in the case of a withholding foreign partnership or a qualified intermediary, in accordance with its Revenue Service),

(iii) the U.S. Payor receives a statement from a securities clearing organization, bank or other financial institution that holds cust course of its trade or business and holds the debt securities on behalf of the United States alien holder,

(A) certifying to the U.S. Payor under penalties of perjury that an Internal Revenue Service Form W-8BEN or an acceptable sub from the holder by it or by a similar financial institution between it and the holder, and

(B) to which is attached a copy of Internal Revenue Service Form W-8BEN or acceptable substitute form, or

(iv) the U.S. Payor otherwise possesses documentation upon which it may rely to treat the payments as made to a non-United States federal income tax purposes, the beneficial owner of the payments on the debt securities in accordance with U.S. Treas

Subject to the discussion below regarding effectively connected interest, a non-United States alien holder that does not meet th subject to United States federal withholding tax at the applicable rate (currently 30%) with respect to payments of interest, unle entitled to a reduction in or an exemption from withholding tax on interest under a tax treaty between the United States and the country of residence. To claim such a reduction or exemption, a United States alien holder must generally complete an Internal and claim this exemption on the form. In some cases, a United States alien holder may instead be permitted to provide docume intermediary, or a qualified intermediary may already have some or all of the necessary evidence in its files.

Interest Treated as Effectively Connected

Notwithstanding the foregoing discussion and subject to the discussion below regarding backup withholding, interest on a United securities will not be subject to United States federal withholding tax if:

- the United States alien holder is engaged in the conduct of a trade or business in the United States;
- interest income on the United States alien holder's debt securities is effectively connected to the conduct of its trade and
- the United States alien holder has certified to the U.S. Payor on an Internal Revenue Service Form W-8ECI that it is because the interest income on its debt securities will be effectively connected with the conduct of its trade or busin

Interest income on the debt securities that is treated as effectively connected with a United States alien holder's conduct of a tr

States (and, if a “permanent establishment” clause in a tax treaty applies, is attributable to a permanent establishment in the Un
the income of the United States alien holder for regular United States federal income tax purposes and taxed at the same rates

Table of Contents

apply to the United States holders (and, in the case of a United States alien holder that is a corporation for United States feder be subject to branch profits tax at a 30% rate, or such lower rate as is provided under an applicable tax treaty).

Sale or Other Disposition of the Debt Securities

Subject to the discussions of backup withholding and under "Foreign Account Tax Compliance" below, a United States alien hold United States federal income tax or withholding tax on gain recognized on the sale, retirement or other taxable disposition of a effectively connected with a United States trade or business of such United States alien holder and, in the case of a qualified re applicable income tax treaty with the United States, such gain is attributable to a U.S. permanent establishment of such United individual United States alien holder who is present in the United States for 183 days or more in the taxable year of the disposit certain other conditions will be subject to United States federal income tax on any gain recognized (subject to offset by certain 30% rate or such lower rate as is provided under an applicable treaty.

Backup Withholding and Information Reporting

In general, in the case of a noncorporate United States holder, we and other payors are required to report to the Internal Reve principal, premium, if any, and interest on the debt securities. In addition, we and other payors are required to report to the Inte of proceeds of the sale of the debt securities before maturity within the United States. Additionally, backup withholding at the ap commencing January 31, 2013, 31%) will apply to any payments if the holder fails to provide an accurate taxpayer identification by the Internal Revenue Service that the holder has failed to report all interest and dividends required to be shown on the holde general, a holder may obtain a refund of any amounts withheld under the U.S. backup withholding rules that exceed the holder's timely refund claim with the Internal Revenue Service.

In general, in the case of a United States alien holder, payments of principal, premium, if any, and interest made by us and othe subject to backup withholding and information reporting, provided that the certification requirements described above under "— satisfied or the holder otherwise establishes an exemption. However, we and other payors are required to report payments of i Internal Revenue Service Form 1042-S even if the payments are not otherwise subject to information reporting requirements. In from the sale of debt securities effected at a United States office of a broker will not be subject to backup withholding and infor broker does not have actual knowledge or reason to know that the holder is a United States person and the holder has furnishe

- an appropriate Internal Revenue Service Form W-8 or an acceptable substitute form upon which the holder certifies the holder is not a United States person; or
- other documentation upon which it may rely to treat the payment as made to a non-United States person in accorda or
- the holder otherwise establishes an exemption.

If a holder fails to establish an exemption and the broker does not possess adequate documentation of the holder's status as a payments may be subject to information reporting and backup withholding. However, backup withholding will not apply with resp offshore account maintained by the holder unless the broker has actual knowledge or reason to know that the holder is a United

In general, payment of the proceeds from the sale of debt securities effected at a foreign office of a broker will not be subject t withholding. However, a sale effected at a foreign office of a broker will be subject to information reporting and backup withhold

- the proceeds are transferred to an account maintained by the holder in the United States;

- the payment of proceeds or the confirmation of the sale is mailed to the holder at a United States address; or

Table of Contents

- the sale has some other specified connection with the United States as provided in U.S. Treasury regulations,

unless the broker does not have actual knowledge or a reason to know that the holder is a United States person and the docum above (relating to a sale of debt securities effected at a United States office of a broker) are met or the holder otherwise estab

In addition, payment of the proceeds from the sale of debt securities effected at a foreign office of a broker will be subject to in

- a United States person;
- a controlled foreign corporation for United States tax purposes;
- a foreign person 50% or more of whose gross income is effectively connected with the conduct of a United States t three-year period; or
- a foreign partnership, if at any time during its tax year:
  - one or more of its partners are “U.S. persons,” as defined in U.S. Treasury regulations, who in the aggregate or capital interest in the partnership, or
  - such foreign partnership is engaged in the conduct of a United States trade or business;

unless the broker does not have actual knowledge or a reason to know that the holder is a United States person and the docum above (relating to a sale of debt securities effected at a United States office of a broker) are met or the holder otherwise estab

Backup withholding will apply if the sale is subject to information reporting and the broker has actual knowledge or reason to kn States person. In general, a United States alien holder may obtain a refund of any amounts withheld under the U.S. backup with income tax liability by filing a timely refund claim with the Internal Revenue Service.

Foreign Account Tax Compliance

On March 18, 2010, President Obama signed the “Hiring Incentives to Restore Employment (HIRE) Act”, or the HIRE Act, whic bill known as the “Foreign Account Tax Compliance Act of 2009” or “FATCA.” Under FATCA, foreign financial institutions (which equity funds, mutual funds, securitization vehicles and any other investment vehicles regardless of their size) must comply with r respect to their U.S. account holders and investors or confront a new withholding tax on U.S. source payments made to them. institution or other foreign entity that does not comply with the FATCA reporting requirements will generally be subject to a new to any “withholdable payments” made after December 31, 2012. For this purpose, withholdable payments are U.S.-source pay nonresident withholding tax and also include the entire gross proceeds from the sale of any equity or debt instruments of U.S. is withholding tax will apply even if the payment would otherwise not be subject to U.S. nonresident withholding tax (e.g., because source income under the Code). 2011 IRS guidance provides that regulations implementing this legislation will defer this withhol 2014 for payments of interest and dividends until January 1, 2015 for gross proceeds from dispositions of stock and debt. Trea for implementing the FATCA withholding regime and coordinating the FATCA withholding regime with the existing nonresident wi withholding will not apply to withholdable payments made directly to foreign governments, international organizations, foreign ce individuals, and Treasury is authorized to provide additional exceptions.

FATCA would only apply to debt obligations, like the debt securities, issued or deemed issued after March 18, 2012. However, generally would exempt debt obligations issued before January 1, 2013, from the application of FATCA. There can be no assur proposed regulations will be adopted in final form, and, if so adopted, what form the proposed regulations would take

United States alien holders are encouraged to consult their own tax advisors regarding the possible implications of this propose

the debt securities.

Table of Contents

CERTAIN ERISA CONSIDERATIONS

Each fiduciary of a pension, profit-sharing or other employee benefit plan subject to the Employee Retirement Income Security ("ERISA"), which we refer to as a "plan," should consider the fiduciary standards of ERISA in the context of the plan's particula an investment in these securities. Accordingly, among other factors, the fiduciary should consider whether the investment would diversification requirements of ERISA and would be consistent with the documents and instruments governing the plan.

In addition, we and certain of our subsidiaries and affiliates, including MS & Co., may be considered a "party in interest" within t "disqualified person" within the meaning of the Code, with respect to many plans, as well as many individual retirement account Prohibited transactions within the meaning of ERISA or the Code would likely arise, for example, if these securities are acquire with respect to which MS & Co. or any of its affiliates is a service provider or other party in interest, unless the securities are a from the "prohibited transaction" rules. A violation of these "prohibited transaction" rules could result in an excise tax or other lia Section 4975 of the Code for those persons, unless exemptive relief is available under an applicable statutory or administrative

The U.S. Department of Labor has issued five prohibited transaction class exemptions ("PTCEs") that may provide exemptive r transactions resulting from the purchase or holding of these securities. Those class exemptions are PTCE 96-23 (for certain tra asset managers), PTCE 95-60 (for certain transactions involving insurance company general accounts), PTCE 91-38 (for certa collective investment funds), PTCE 90-1 (for certain transactions involving insurance company separate accounts) and PTCE 84 determined by independent qualified professional asset managers). In addition, ERISA Section 408(b)(17) and Section 4975(d) exemption for the purchase and sale of securities and the related lending transactions, provided that neither the issuer of the se or exercises any discretionary authority or control or renders any investment advice with respect to the assets of any plan involv provided further that the plan pays no more, and receives no less, than "adequate consideration" in connection with the transac provider" exemption). There can be no assurance that any of these class or statutory exemptions will be available with respect securities.

Because we may be considered a party in interest with respect to many plans, unless otherwise specified in the applicable pros securities may not be purchased, held or disposed of by any plan, any entity whose underlying assets include "plan assets" by the entity (a "plan asset entity") or any person investing "plan assets" of any plan, unless such purchase, holding or disposition i including relief available under PTCEs 96-23, 95-60, 91-38, 90-1, 84-14 or the service provider exemption or such purchase, ho not prohibited. Unless otherwise specified in the applicable prospectus supplement, any purchaser, including any fiduciary purch transferee or holder of these securities will be deemed to have represented, in its corporate and its fiduciary capacity, by its pu securities that either (a) it is not a plan or a plan asset entity, is not purchasing such securities on behalf of or with "plan assets" a governmental, non-U.S. or church plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to ERISA or Section 4975 of the Code ("Similar Law") or (b) its purchase, holding and disposition are eligible for exemptive relief disposition are not prohibited by ERISA or Section 4975 of the Code or any Similar Law.

Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited tra important that fiduciaries or other persons considering purchasing these securities on behalf of or with "plan assets" of any plan regarding the availability of exemptive relief.

Each purchaser and holder of these securities has exclusive responsibility for ensuring that its purchase, holding and disposition prohibited transaction rules of ERISA or the Code or any Similar Law.

Table of Contents

The sale of any of these securities to any plan or plan subject to Similar Law is in no respect a representation by us or any of o such an investment meets all relevant legal requirements with respect to investments by plans generally or any particular plan, appropriate for plans generally or any particular plan.

Table of Contents

LEGAL MATTERS

Morgan, Lewis & Bockius LLP, New York, New York has rendered an opinion to us regarding the validity of the securities to be
underwriters will also be advised about the validity of the securities and other legal matters by their own counsel, which will be
supplement.

Table of Contents

EXPERTS

The consolidated financial statements of Jefferies Group, Inc. as of November 30, 2011 and 2010 and for the twelve month per the eleven month period ended November 30, 2010, incorporated in this Prospectus by reference from the Company's Annual R ended November 30, 2011, and the effectiveness of the Company's internal control over financial reporting as of November 30, Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated here financial statements are included in reliance upon the reports of such firm given their authority as experts in accounting and aud

The consolidated financial statements of Jefferies Group, Inc. for the year ended December 31, 2009, have been incorporated upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the a accounting and auditing. We have agreed to indemnify KPMG LLP with respect to legal costs and expenses they may incur as of any legal action or proceeding that may arise as a result of their consent to include their report in our Annual Report on Form November 30, 2011.

Table of Contents

$1,000,000,000

Jefferies

$600,000,000 5.125% SENIOR NOTES DUE 2023

$400,000,000 6.50% SENIOR NOTES DUE 2043

PROSPECTUS SUPPLEMENT

Jefferies

January 15, 2013