

# Jefferies

## Jefferies Group LLC

### U.S.\$2,000,000,000 Euro Medium Term Note Programme

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Jefferies Group LLC (the “**Issuer**”) has established a programme (the “**Programme**”) under which it may from time to time issue notes (the “**Notes**”). The Notes will be issued in series (each a “**Series**”) with each Series comprising one or more tranches (each a “**Tranche**”), outside the United States, with maturities of one month or more from the date of issue, which may be denominated in any currency, subject to compliance with applicable legal and/or regulatory requirements and which will have a minimum denomination of €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency). The maximum principal amount of Notes outstanding under the Programme may not at any time exceed U.S.\$2,000,000,000 (or the equivalent in other currencies), provided that the Issuer reserves the right to increase such amount from time to time. The Issuer will prepare final terms (“**Final Terms**”) to complete the Conditions (as defined herein) for each Tranche of Notes. The Issuer may issue Notes in a form not contemplated by the Conditions (as defined herein), in which case, if appropriate, the Issuer will prepare a supplement to this Base Prospectus describing such Notes.

The Notes may be issued on a continuing basis to one or more of the Dealers appointed under the Programme from time to time, and such appointments may be on an ongoing basis or for a specific issue (each a “**Dealer**” and together the “**Dealers**”).

This Base Prospectus has been approved by the Central Bank of Ireland (the “**Central Bank**”) as competent authority under Directive 2003/71/EC, as amended by Directive 2010/73/EU (the “**Prospectus Directive**”). The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of the Directive 2004/39/EC and/or which are to be offered to the public in any Member State of the European Economic Area. Application will be made to the Irish Stock Exchange (the “**Irish Stock Exchange**”) for Notes issued within 12 months of the date hereof, to be admitted to the Official List (the “**Official List**”) and trading on its regulated market.

Notes may also be issued pursuant to the Programme which will not be listed on the Irish Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the Issuer and the Dealer may agree. The relevant Final Terms in respect of any Series will specify whether or not the relevant Notes will be listed on the Irish Stock Exchange (or whether the relevant Notes will be listed on any other stock exchange or will be unlisted).

References in this Base Prospectus to Notes being “**listed**” in Ireland (and all related references) shall mean that such Notes have been admitted to trading on the Irish Stock Exchange’s regulated market and have been listed on the Irish Stock Exchange. References in this Base Prospectus to “**Irish Stock Exchange**” (and all related references) shall mean the regulated market of the Irish Stock Exchange.

Notes will be issued in registered form. Each Tranche of Notes will initially be represented by a global note (“**Global Note**”) or by an individual note certificate (“**Individual Note Certificate**”). A Global Note will be registered in the name of, and a certificate in respect of the Global Note (a “**Global Note Certificate**”) will be registered on or prior to the issue date of the relevant Tranche of Notes in the name of (i) a common safekeeper (a “**Common Safekeeper**”) (if the Global Note is intended to be held under the New Safekeeping Structure (the “**NSS**”) for the for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) or any other clearing system located outside the United States and its possessions, specified by the Issuer and the Dealers (each, an “**Alternative Clearing System**” and each of Euroclear, Clearstream, Luxembourg, and any Alternative Clearing System being a “**Relevant Clearing System**”) or (ii) a common depository (a “**Common Depository**”) (if the Global Note is intended to be a classic global note) on behalf of the Relevant Clearing System. Beneficial interests in a Global Note will be exchangeable for Individual Note Certificates only in accordance with its terms.

**There are risks related to an investment in the Notes, including possible loss of the principal amount invested. See the risk factors under Item 1A. “Risk Factors” in the Form 10-K incorporated by reference in this Base Prospectus.**

**The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and, except as stated under “Subscription and Sale”, may not be offered, sold, or delivered, directly or indirectly, in the United States, its territories, its possessions, and other areas subject to its jurisdiction (the “United States”) or to a U.S. person (as defined in Regulation S under the Securities Act).**

This Base Prospectus replaces in its entirety the base prospectus dated 2 May 2014 in respect of the Programme.

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*Arranger and Dealer*

**Jefferies**

The date of this Base Prospectus is 9 May 2014

## IMPORTANT NOTICE

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive.

The Issuer accepts responsibility for the information included or incorporated by reference in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information included or incorporated by reference in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

No person has been authorised to give any information or to make any representation not included or incorporated by reference in this Base Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any Dealer.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty, or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information included or incorporated by reference in this Base Prospectus or any Final Terms or any other information provided by the Issuer. The Dealers do not accept any liability in relation to the information included or incorporated by reference in this Base Prospectus or any Final Terms or any other information provided by the Issuer in connection with the Programme. The Dealers do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme contemplated by this Base Prospectus nor to advise any investor or potential investor of any information coming to their attention.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Notes shall, in any circumstances, imply that the information included or incorporated by reference in this Base Prospectus is correct as of any time subsequent to the date hereof or that there has not been any change, or any event reasonably likely to involve any material adverse change, in the condition (financial or otherwise) of the Issuer or any of its subsidiaries since the date hereof.

This Base Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer or the Dealers that any recipient of this Base Prospectus should purchase any Notes. Each investor should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. This Base Prospectus does not constitute an offer or invitation by or on behalf of the Issuer or the Dealers to any person to subscribe for, or purchase, any Notes.

The distribution of this Base Prospectus and the offer of Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor any of the Dealers represents that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or any Dealer which would permit a public offering of any Notes outside the European Economic Area or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations, and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possessions this Base Prospectus or any Notes come must inform themselves about, and observe any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area, United Kingdom, Ireland, France, Italy, Japan, Hong Kong and certain other jurisdictions. The Notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

Credit ratings in respect of the Issuer included in the documents incorporated by reference in this Base Prospectus have been issued by Fitch, Inc. (“**Fitch**”), Moody's Investors Service, Inc. (“**Moody’s**”) and Standard & Poor's Financial Services LLC (“**S&P**”) (together, the “**Rating Agencies**”). Each Tranche of Notes may or may not be rated. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

AS OF THE DATE OF THIS BASE PROSPECTUS, THE RATING AGENCIES ARE NOT ESTABLISHED IN THE EUROPEAN UNION AND HAVE NOT BEEN REGISTERED UNDER REGULATION (EC) NO. 1060/2009 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 16 SEPTEMBER 2009 ON CREDIT RATING AGENCIES (THE “**CRA REGULATION**”). RATINGS ISSUED BY FITCH HAVE BEEN ENDORSED BY FITCH RATINGS LTD, WHICH IS ESTABLISHED IN THE EU AND IS REGISTERED UNDER THE CRA REGULATION. RATINGS ISSUED BY MOODY’S HAVE BEEN ENDORSED BY MOODY'S INVESTORS SERVICE LTD., WHICH IS ESTABLISHED IN THE EU AND IS REGISTERED UNDER THE CRA REGULATION. RATINGS ISSUED BY S&P HAVE BEEN ENDORSED BY STANDARD & POOR'S CREDIT MARKET SERVICES EUROPE LIMITED, WHICH IS ESTABLISHED IN THE EU AND IS REGISTERED UNDER THE CRA REGULATION. THE LATEST UPDATE OF THE LIST OF CREDIT RATING AGENCIES REGISTERED UNDER THE CRA REGULATION IS PUBLISHED ON THE EUROPEAN SECURITIES AND MARKETS AUTHORITY’S WEBSITE.

IN GENERAL, EUROPEAN REGULATED INVESTORS ARE RESTRICTED FROM USING A RATING FOR REGULATORY PURPOSES IF SUCH RATING IS NOT ISSUED BY A CREDIT RATING AGENCY ESTABLISHED IN THE EUROPEAN UNION AND REGISTERED UNDER THE CRA REGULATION UNLESS THE RATING IS PROVIDED BY A CREDIT RATING AGENCY OPERATING IN THE EUROPEAN UNION BEFORE 7 JUNE 2010 WHICH HAS SUBMITTED AN APPLICATION FOR REGISTRATION IN ACCORDANCE WITH THE CRA REGULATION AND SUCH REGISTRATION IS NOT REFUSED.

**Pursuant to Internal Revenue Service Circular 230, we hereby inform you that the description set forth herein with respect to U.S. federal tax issues was not intended or written to be used, and that such description cannot be used, by any taxpayer for the purpose of avoiding any penalties that may be imposed on the taxpayer under the U.S. Internal Revenue Code. Such description was written to support the promotion or marketing of the Notes. Taxpayers should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.**

Nothing herein should be considered to impose on the recipient of this Base Prospectus any limitation on disclosure of the tax treatment or tax structure of the transactions or matters described herein.

**IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE ANY STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING**

**MANAGER(S) (OR PERSON(S) ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

The language of the Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning be ascribed to them under applicable law.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, all references to “U.S.\$” or “dollars” are to the currency of the United States, all references to “£” and “pounds sterling” are to the currency of the United Kingdom and all references to “€”, “EUR” and “euro” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community as amended (the “**Treaty**”).

## FORWARD LOOKING STATEMENTS

This Base Prospectus contains or incorporates by reference “forward looking statements”. Forward looking statements include statements about the Issuer’s future and statements that are not historical facts. These forward looking statements are usually preceded by the words “believe,” “intend,” “may,” “will,” or similar expressions. Forward looking statements may contain expectations regarding revenues, earnings, operations and other financial projections, and may include statements of future performance, plans and objectives. Forward looking statements also include statements pertaining to the Issuer’s strategies for future development of its business and products. Forward looking statements represent only the Issuer’s belief regarding future events, many of which by their nature are inherently uncertain. It is possible that the actual results may differ, possibly materially, from the anticipated results indicated in these forward-looking statements. Information regarding important factors that could cause actual results to differ, perhaps materially, from those in the Issuer’s forward looking statements is included or incorporated by reference in this Base Prospectus and other documents the Issuer files. Investors should read and interpret any forward looking statement together with these documents, including the following:

- the risk factors under Item 1A. “Risk Factors” in the Form 10-K incorporated by reference in this Base Prospectus;
- the description of the Issuer’s business under Item 1. “Business” in the Form 10-K incorporated by reference in this Base Prospectus;
- the discussions of the Issuer’s analysis of financial condition and results of operations under Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Form 10-K and Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Form 10-Q incorporated by reference in this Base Prospectus;
- the discussion of the Issuer’s risk management policies, procedures and methodologies under the caption “*Risk Management*” included within Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Form 10-K and within Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Form 10-Q incorporated by reference in this Base Prospectus;
- the notes to the consolidated financial statements in the Form 10-K and the Form 10-Q incorporated by reference in this Base Prospectus; and
- cautionary statements the Issuer makes in its public documents, reports and announcements.

Any forward looking statement speaks only as of the date on which that statement is made. The Issuer will not update any forward looking statement to reflect events or circumstances that occur after the date on which the statement is made, except as required by applicable law.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the Irish Stock Exchange or approved by the Central Bank, shall be incorporated in, and form part of, this Base Prospectus:

- (i) the Issuer's annual report on Form 10-K as filed with the United States Securities and Exchange Commission (the "SEC") on 28 January 2014, including:
  - the consolidated statements of financial condition as of 30 November 2012, and the related consolidated statements of earnings, comprehensive income, changes in equity, and cash flows for the years ended 30 November 2012 and 2011;
  - consolidated statements of earnings, comprehensive income, changes in equity and cash flows for the period from 1 December 2012 through 28 February 2013; and
  - the consolidated statement of financial condition as of 30 November 2013 and the related consolidated statements of earnings, comprehensive income, changes in equity, and cash flows for the period 1 March 2013 through 30 November 2013,

and available at: <http://investor-relations.jefferies.com/docs.aspx?iid=102756>;

- (ii) the Issuer's quarterly report on Form 10-Q as filed with the SEC on 8 April 2014, including the consolidated statements of financial condition as of 28 February 2014 and 30 November 2013 and the related consolidated statements of earnings, changes in equity, comprehensive income and cash flows for the three months ended 28 February 2014 and 28 February 2013 and available at: <http://investor-relations.jefferies.com/docs.aspx?iid=102756>;
- (iii) the terms and conditions included in the base prospectus of the Issuer dated 3 May 2012 in respect of the Issuer's U.S.\$2,000,000,000 Euro Medium Term Note Programme and available at [http://www.ise.ie/debt\\_documents/Base%20Prospectus\\_ad63c659-49d4-46af-b21f-5c4c0019fdf0.pdf](http://www.ise.ie/debt_documents/Base%20Prospectus_ad63c659-49d4-46af-b21f-5c4c0019fdf0.pdf); and
- (iv) the terms and conditions included in the base prospectus of the Issuer dated 3 May 2013 in respect of the Issuer's U.S.\$2,000,000,000 Euro Medium Term Note Programme and available at [http://www.ise.ie/debt\\_documents/Base%20Prospectus\\_c3e646ba-3d5c-4f42-944c-7cd353c9f549.PDF](http://www.ise.ie/debt_documents/Base%20Prospectus_c3e646ba-3d5c-4f42-944c-7cd353c9f549.PDF).

Any documents incorporated by reference in the documents referred to above do not form part of this Base Prospectus. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

Copies of the documents incorporated by reference in this Base Prospectus may be inspected during normal business hours at the Specified Office of the Fiscal Agent in London, 13th Floor, Citigroup Centre, Canada Square, London E14 5LB, United Kingdom.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the Central Bank in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise) be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus.

Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included or incorporated by reference in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

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## **RISK FACTORS**

*The following section does not describe all of the risks and investment considerations (including those relating to the prospective investor's particular circumstances) with respect to an investment in the Notes. The following factors describe some of the assumptions, risks, uncertainties and other factors that could result in changes that differ materially from the Issuer's expectations. Prospective investors should consult their own financial, legal, tax, and other professional advisors as to the risks arising from an investment in an issue of Notes and the suitability of the investment for the investor.*

### **Risks related to the Notes**

#### ***Notes may not be a suitable investment for all investors***

Each potential investor in any Notes must determine the suitability of an investment in the Notes in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information included or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way for potential investors to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes that are complex financial instruments unless it has the expertise (either alone or with the help of a financial advisor) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

#### ***Risks related to the structure of a particular issue of Notes***

A wide range of Notes may be issued under the Programme. Some of these Notes may have features that contain particular risks for potential investors. Set out below is a description of certain such features:

##### ***Fixed Rate Notes***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

### *Notes subject to optional redemption by the Issuer*

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

An optional redemption feature is likely to limit the market value of Notes. See “*Risks Related to the Structure of a Particular Issue of Notes — Notes Subject to Optional Redemption by the Issuer*”.

### *Notes issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

### ***The Notes may be redeemed prior to maturity***

Unless in the case of any particular Tranche of Notes the relevant Final Terms specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed within the United States or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

### ***Modification and waiver***

The Conditions of the Notes contain provisions for calling meetings of holders of Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Notes including holders that did not attend and vote at the relevant meeting and holders that voted in a manner contrary to the majority. The Conditions also provide that the Fiscal Agent and the Registrar, may, without the consent of Noteholders, agree to any modification of any of the provisions of Notes and the Deed of Covenant to correct a manifest error.

### ***Market making and resale of the Notes***

Affiliates of the Issuer, including the Arrangers and Dealers, may make a market in any Series of Notes. However, they are not obligated to make a market in the Notes and any market making may be discontinued at any time at the sole discretion of such affiliates without notice. Under interpretations by the U.S. Securities and Exchange Commission (the “**SEC**”) staff, any resale within the United States by any such affiliate of the Issuer of any Notes so acquired must be made pursuant to an effective registration statement filed with the SEC or pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act.

### ***Payments under the Notes may be subject to withholding tax pursuant to FATCA***

The Issuer may, under certain circumstances, be required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder

(“**FATCA**”) to withhold U.S. tax at a rate of 30 per cent. on payments of principal, interest as well as the gross proceeds from the sale, exchange or redemption of the Notes to foreign financial institutions unless the payee foreign financial institution agrees, among other things, to disclose the identity of certain U.S. account holders at the institution (or the institution’s affiliates) and to annually report certain information about such accounts. Payments of the foregoing amounts made to certain foreign entities that do not disclose certain information about any substantial U.S. owners (or certify that they do not have any substantial U.S. owners) may also be subject to withholding at the rate of 30 per cent. under FATCA.

Recently issued guidance by the U.S. Internal Revenue Service indicates that with respect to Notes (other than perpetual Notes and other Notes that are treated as equity for U.S. Federal income tax purposes) that are not outstanding on 1 July 2014, FATCA withholding tax of 30 per cent. will apply to (i) payments of interest made after 30 June 2014, and (ii) payments of principal and gross proceeds of sale made after 31 December 2016.

If applicable, FATCA will be addressed in the relevant Final Terms with respect to Notes issued after 30 June 2014. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder’s failure to comply with FATCA, none of the Issuer, any paying agent or any other person would pursuant to the Conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding of such tax.

### ***EU Savings Directive***

Under EC Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (the “**EU Savings Directive**”), each Member State is required to provide to the tax authorities of another Member State, details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, each of Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the end of that transitional period is dependent upon the conclusion of certain agreements relating to information exchange within certain non-EU countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March, 2014, the European Council adopted an EU Council Directive amending and broadening the scope of the requirements described above. In particular, the changes expand the range of payments covered by Directive 2003/48/EC to include certain additional types of income, and widen the range of recipients payments to whom are covered by Directive 2003/48/EC, to include certain other types of entity and legal arrangement. Member States are required to implement national legislation giving effect to these changes by 1 January, 2016 (which national legislation must apply from 1 January, 2017)

If, in compliance with the EU Savings Directive, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a Paying Agent following implementation of the EU Savings Directive, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the EU Savings Directive.

### ***Reliance upon clearing systems***

Notes may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes.

While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. While the Notes are represented by one or more Global Note, the Issuer will discharge its payment obligations under the Notes by making payments to the common depository or common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer in the event of a default under the Notes but will have to rely upon their rights under the Deed of Covenant.

### ***Change of law***

The Notes and all related contractual documentation and any non-contractual obligations arising therefrom or connected therewith are governed by English law. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England or administrative practice after the date of this Base Prospectus.

### **Risks related to the market generally**

#### ***There is no active trading market for the Notes***

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon, amongst other factors, currency exchange rates, prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although application has been made for the Notes issued under the Programme to be admitted to listing on the Official List of the Irish Stock Exchange and to trading on its regulated market, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any Tranche of Notes.

#### ***Exchange rate risks and exchange controls***

Notes may be denominated or payable in one of a number of currencies. For investors whose financial activities are denominated principally in a currency (the “**Investor’s Currency**”) other than the Specified Currency, an investment in the Notes entails significant risks that are not associated with a similar investment in a security denominated in that Investor’s Currency. Such risks include, without limitation, the possibility of significant changes in the rate of exchange between the Specified Currency and the Investor’s Currency and the possibility of the imposition or modification of exchange controls by the country of the Specified Currency or the Investor’s Currency. Such risks generally depend on economic and political events over which the Issuer has no control. In recent years, rates of exchange have been highly volatile and such volatility may be expected to continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur in the future. Depreciation of the Specified Currency against the Investor’s Currency would result in a decrease in the Investor’s Currency equivalent yield on a Note denominated in that Specified Currency, in the Investor’s Currency equivalent value of the principal payable at maturity of such Note and generally in the Investor’s Currency equivalent market value of such Note. An appreciation of the Specified Currency against the Investor’s Currency would have the opposite effect. In addition, depending on the specific

terms of a Note denominated in, or the payment of which is related to the value of, one or more foreign currencies, changes in exchange rates relating to any of the currencies involved may result in a decrease of such Note's effective yield and, in certain circumstances, could result in a loss of all or a substantial portion of the principal of a Note to the investor.

Governments have imposed from time to time, and may in the future impose or modify, exchange controls which could affect exchange rates as well as the availability of a specified foreign currency at the time of payment of principal of, premium, if any, or interest on a Note. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note may not be available when payments on such Note are due.

### ***Rating***

One or more independent rating agencies may assign ratings to the Notes and/or the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this paragraph, and other factors that may affect the value of the Notes or the standing of the Issuer. A credit rating and/or a corporate rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Any adverse change in an applicable credit rating could adversely affect the trading price of the Notes.

The applicable Final Terms will disclose whether or not each credit rating applied for in relation to the Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

### ***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## OVERVIEW OF THE PROGRAMME

*This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole. Words and expressions defined in “Summary of Provisions relating to the Notes while in Global Form” and “Terms and Conditions of the Notes” herein, respectively, shall have the same meanings in this overview.*

<b>Issuer:</b>	Jefferies Group LLC, a Delaware limited liability company.
<b>Description:</b>	Euro Medium Term Notes.
<b>Arrangers:</b>	Jefferies LLC and Jefferies International Limited.
<b>Dealers:</b>	Jefferies LLC, Jefferies International Limited and any other dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
<b>Fiscal Agent and Paying Agent:</b>	Citibank, N.A., London Branch or such other entity or entities as may be appointed under the Agency Agreement.
<b>Registrar and Transfer Agent:</b>	Citigroup Global Markets Deutschland AG.
<b>Calculation Agent:</b>	Citibank, N.A., London Branch or such other entity or entities as may be appointed in relation to any Tranche of Notes.
<b>Irish Listing Agent:</b>	Arthur Cox Listing Services Limited.
<b>Programme Amount:</b>	Up to U.S.\$2,000,000,000 (or the equivalent in other currencies), provided that the Issuer reserves the right to increase such amount from time to time, in accordance with the Dealer Agreement (as defined in “ <i>Subscription and Sale</i> ”).
<b>Currencies:</b>	Notes may be issued in any currency, subject to compliance with applicable legal and/or regulatory requirements. Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time. See “ <i>Subscription and Sale</i> ” herein.
<b>Redenomination:</b>	The applicable Final Terms may provide that certain Notes may be redenominated in euro.
<b>Issue Price:</b>	Notes will be issued on a fully paid basis and at an issue price which is at par or at a discount to, or at a premium over, par.
<b>Maturities:</b>	Notes may be of any maturity, subject to a minimum maturity of one month, as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms or, in any case, such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or to Notes denominated in the relevant Specified Currency.

**Form of Notes:**

Notes will be issued in registered form.

Each Tranche of Notes will initially be represented by a Global Note or by Individual Note Certificate. A Global Note will be registered in the name of, and the Global Note Certificate will be delivered on or prior to the issue date of the relevant Tranche of Notes to (i) a Common Safekeeper (if the Global Note is intended to be held under the NSS) for the Relevant Clearing System or (ii) a Common Depository (if the Global Note is intended to be a classic global note) on behalf of the Relevant Clearing System. Beneficial interests in a Global Note will be exchangeable for Individual Note Certificates in accordance with its terms.

**Denominations:**

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms, save that:

- (i) the minimum denomination of all Notes issued with an original maturity of 183 days or less from the Issue Date shall be U.S.\$500,000 (or its equivalent in the currency of issue);
- (ii) the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency; and
- (iii) the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Fixed Rate Notes:**

Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption or repayment, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

Fixed Rate Notes will bear interest which will be payable in arrear on each Interest Payment Date as may be specified in the applicable Final Terms and upon redemption or maturity and will be calculated on such basis as may be specified in the applicable Final Terms.

**Floating Rate Notes:**

Floating Rate Notes will bear interest at a rate determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions or the 2006 ISDA Definitions (as specified in the applicable Final Terms and as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as of the Issue Date of the first Tranche of the Notes of the relevant Series), or on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service or on

such other basis as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each series of Floating Rate Notes. Interest on Floating Rate Notes in respect of each Interest Period will be payable on the first business day of the next Interest Period and on redemption or repayment, and will be calculated using the Day Count Fraction specified in the applicable Final Terms.

**Interest Periods for Floating Rate Notes:**

Such period(s) as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms).

**Other provisions in relation to Floating Rate Notes:**

Floating Rate Notes may also have a maximum rate of interest, a minimum rate of interest or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

**Zero Coupon Notes:**

Zero Coupon Notes will be offered and sold at a discount to their nominal amount or at par and will not bear interest other than in the case of late payment.

**Redemption:**

The applicable Final Terms will indicate whether Notes may be redeemed early for taxation reasons or following an Event of Default) or at the option of the Issuer (an “**Issuer Call**”) and/or the Noteholders (an “**Investor Put**”) upon giving not less than 30 nor more than 60 days irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the Issuer, as the case may be, on a date or dates specified and at a price or prices and on such terms as are indicated in the applicable Final Terms.

**Status:**

The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* and rateably without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

**Negative Pledge:**

The terms of the Notes will include a negative pledge as described in Condition 5 (*Negative Pledge*).

**Cross Default:**

The terms of the Notes will include a cross-default provision relating to indebtedness in excess of U.S.\$50,000,000 as described in Condition 12 (*Events of Default*).

**Withholding Tax:**

Payments of principal and interest on the Notes will be made without deduction for or on account of United States withholding taxes, save as set out in Condition 11 (*Taxation*). In that event, the Issuer will, subject to certain exceptions, pay such additional amounts as will result in the Noteholders



receiving such amounts as they would have received in respect of such Notes had no such deduction been required.

**Listing:**

Applications have been or will be made for Notes to be admitted during the period of twelve months after the date hereof to the Official List of the Irish Stock Exchange and to trading on its regulated market. Notes may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed between the Issuer and the relevant Dealer(s).

**Governing Law:**

The Notes, including any non-contractual obligations arising out of or in connection with the Notes, will be governed by, and shall be construed in accordance with, English law.

**Selling Restrictions:**

For a description of certain restrictions on offers, sales and distribution of the Notes and on the distribution of offering material to certain persons in the United States, the European Economic Area, the United Kingdom, Ireland, France, Italy, Japan and Hong Kong, see "*Subscription and Sale*".

**Ratings:**

Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will be specified in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

## FORM OF THE NOTES

### Form

Each Tranche of Notes will initially be represented by a Global Note or by Individual Note Certificates. A Global Note will be registered in the name of, and the Global Note Certificate will be delivered on or prior to the issue date of the relevant Tranche of Notes to (i) a Common Safekeeper (if the Global Note is intended to be held under the NSS) for the Relevant Clearing System or (ii) a Common Depository (if the Global Note is intended to be a classic global note) on behalf of the Relevant Clearing System. Beneficial interests in a Global Note will be exchangeable for Individual Note Certificates, represented by Individual Note Certificates only in limited circumstances, as further described in the Conditions.

If the relevant Final Terms specifies the form of Notes as being “Individual Note Certificates”, then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

If the relevant Final Terms specifies the form of Notes as being “Global Note exchangeable for Individual Note Certificates”, then the Notes will initially be in the form of a Global Note which will be exchangeable in whole, but not in part, for Individual Note Certificates:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Global Note”, then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Whenever the Global Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Note within five business days of the delivery, by or on behalf of the registered holder of the Global Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person’s holding) against the surrender of the Global Note at the Specified Office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

### Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Note will differ from those terms and conditions which would apply to the Note were it represented by Individual Note Certificates to the extent described under “*Summary of Provisions Relating to the Notes while in Global Form*” below.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it represented by Individual Note Certificates to the extent described under “Summary of Provisions Relating to the Notes while in Global Form” below.*

### 1. Introduction

#### (a) Programme

Jefferies Group LLC (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to U.S.\$2,000,000,000 in aggregate principal amount of notes (the “**Notes**”) outstanding at any one time.

#### (b) Final Terms

Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of final terms (the “**Final Terms**”) which complete these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

#### (c) Agency Agreement

The Notes are the subject of an agency agreement dated 3 May 2013, as supplemented by a supplemental agreement dated 2 May 2014 (as amended and/or supplemented from time to time, up to and including the Issue Date of any Notes, the “**Agency Agreement**”) between the Issuer, Citibank, N.A., London Branch as fiscal agent (the “**Fiscal Agent**”, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Citigroup Global Markets Deutschland AG as registrar, (the “**Registrar**” which expression includes any successor or additional registrar appointed from time to time in connection with the Notes), the paying agent named therein (together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes) the transfer agent named therein (together with the Registrar, the “**Transfer Agents**”, which expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes) and Citibank N.A., London Branch as calculation agent (the “**Calculation Agent**”, which expression includes any successor or additional calculation agent appointed from time to time in connection with the Notes). In these Conditions references to the “**Agents**” are to the Paying Agents and the Transfer Agents and any reference to an “**Agent**” is to any one of them.

#### (d) Deed of Covenant

Notes are constituted by a deed of covenant dated 3 May 2013 (the “**Deed of Covenant**”) entered into by the Issuer. The Deed of Covenant provides for certain arrangements in the event that a Global Note becomes void in accordance with its terms.

#### (e) The Notes

All subsequent references in these Conditions to “**Notes**” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are

available for viewing at the Specified Office of the Fiscal Agent and copies may be obtained from such office save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Directive 2003/71/EC, as amended by Directive 2010/73/EU, the applicable Final Terms will only be obtainable by a holder of the Notes (individually a “**Noteholder**” and together, the “**Noteholders**”) holding one or more Notes and such Noteholder must produce evidence satisfactory to the Fiscal Agent as to its holding of such Notes and identity.

(f) *Summaries*

Certain provisions of these Conditions are summaries of the Agency Agreement and are subject to their detailed provisions. The Noteholders are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Office of the Fiscal Agent.

2. **Interpretation**

(a) *Definitions*

In these Conditions the following expressions have the following meanings:

“**Accrual Yield**” has the meaning given in the relevant Final Terms;

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Business Day**” means, unless otherwise specified in the relevant Final Terms:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
- (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

**“Calculation Agent”** means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

**“Calculation Amount”** has the meaning given in the relevant Final Terms;

**“Capital Lease Obligation”** means, at any time any determination thereof is made, the amount of the liability in respect of a capital lease that would at such time be so required to be capitalised on the balance sheet in accordance with GAAP;

**“Capital Stock”**, as applied to the stock of any corporation, means the capital stock of every class whether now or hereafter authorised, regardless of whether such capital stock shall be limited to a fixed sum or percentage with respect to the rights of the holders thereof to participate in dividends and in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of such corporation;

**“Code”** means the Internal Revenue Code of the United States (as amended) and the regulations thereunder.

**“Consolidated Net Worth”** means, with respect to any Person as of any date, the sum of (i) the consolidated equity of the members or common stockholders of such Person and its Subsidiaries as of such date plus (ii) the respective amounts reported on such Person’s balance sheet as of such date with respect to any series of preferred stock (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such Person upon issuance of such preferred stock;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:
  - (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (B) where the Calculation Period is longer than one Regular Period, the sum of:
    - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/365**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, means (A) in respect of the 2000 ISDA Definitions, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30 day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and (B) in respect of the 2006 ISDA Definitions, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls:

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, means (A) in respect of the 2000 ISDA Definitions, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); and (B) in respect of the 2006 ISDA Definitions, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls:

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (vii) if “**30E/360 (ISDA)**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“ $Y_1$ ” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“ $Y_2$ ” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“ $M_1$ ” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“ $M_2$ ” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“ $D_1$ ” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case  $D_1$  will be 30; and

“ $D_2$ ” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 and in which case  $D_2$  will be 30;

“**Disqualified Stock**” means any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the final date of maturity of the relevant series of Notes;

“**Early Redemption Amount (Default)**” means the redemption amount (if any) specified in the relevant Final Terms;

“**Early Redemption Amount (Tax)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Early Termination Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

“**Extraordinary Resolution**” has the meaning given in the Agency Agreement;

“**Final Redemption Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**First Interest Payment Date**” means the date specified in the relevant Final Terms;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms;

“**GAAP**” means accounting principles generally accepted in the United States of America, as in effect from time to time;



“**Guarantee**” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), or all or any part of any Indebtedness;

“**Hedging Obligations**” means, with respect to any Person, the Obligations of such Person under interest rate swap agreements, interest rate cap agreements, and interest rate collar agreements, and other agreements or arrangements designed to protect such Person against fluctuations in interest rates;

“**Indebtedness**” means, with respect to any Person, any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures of similar instruments or letters of credit (or reimbursement agreements in respect thereof) or representing Capital Lease Obligations or the balance deferred and unpaid of the purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, and also includes, to the extent not otherwise included, the Guarantee of any indebtedness of such Person or any other Person;

“**Interest Amount**” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Interest Determination Date**” has the meaning given in the relevant Final Terms;

“**Interest Payment Date**” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“**ISDA Definitions**” means either (i) the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or (ii) the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.), as specified in the relevant Final Terms;

“**Issue Date**” has the meaning given in the relevant Final Terms;

“**Lien**” means any mortgage, lien, pledge, charge, security interest, or other encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable law;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Material Subsidiary**” means any Subsidiary of the Issuer or any of its Subsidiaries if the Issuer’s or any of Subsidiaries investments in such Subsidiary at the date of determination thereof, represent 5 per cent. or more of the Issuer’s Consolidated Net Worth as of such date;

“**Maturity Date**” has the meaning given in the relevant Final Terms;

“**Maximum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Meeting**” means a meeting of Noteholders (whether originally convened or resumed following an adjournment);

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Non-United States Person**” means a person who is not a United States Person;

“**Noteholder**”, has the meaning given in Condition 3(b) (*Title*);

“**Obligations**” means any principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing and Indebtedness;

“**Optional Redemption Amount (Call)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Optional Redemption Amount (Put)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Optional Redemption Date (Call)**” has the meaning given in the relevant Final Terms;

“**Optional Redemption Date (Put)**” has the meaning given in the relevant Final Terms;

“**Participating Member State**” means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

“**Payment Business Day**” means:

- (i) if the currency of payment is euro, any day which is:
  - (A) a day on which banks in the relevant place of presentation are open for presentation and payment and for dealings in foreign currencies; and
  - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

- (ii) if the currency of payment is not euro, any day which is:
  - (A) a day on which banks in the relevant place of presentation are open for presentation and payment and for dealings in foreign currencies; and
  - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“**Permitted Liens**” means (a) Liens in favor of the Issuer; (b) Liens on any shares of Voting Stock of any corporation existing at the time such corporation becomes a Material Subsidiary of the Issuer (and any extensions, renewals or replacements thereof); (c) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other Obligations of a like nature incurred in the ordinary course of business; (d) mechanics’, materialmen’s, workmen’s, repairmen’s, warehousemen’s and carrier’s liens arising in the ordinary course of business; (e) easements, rights of way and other similar restrictions that do not materially adversely affect the use and enjoyment of the property subject thereto or affected thereby and (f) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided, that any reserve or appropriate provision as shall be required in conformity with generally accepted accounting principles shall have been made therefore;

“**Person**” means any individual, company, corporation, firm, partnership, limited liability company, joint venture, association, trust, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“**Principal Financial Centre**” means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“**Put Option Notice**” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Put Option Receipt**” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Rate of Interest**” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other

amount in the nature of a redemption amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Reference Banks**” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

“**Reference Price**” has the meaning given in the relevant Final Terms;

“**Reference Rate**” has the meaning given in the relevant Final Terms;

“**Regular Period**” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“**Relevant Date**” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“**Relevant Financial Centre**” has the meaning given in the relevant Final Terms;

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Relevant Time**” has the meaning given in the relevant Final Terms;

“**Reserved Matter**” means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum

requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

“**Specified Currency**” has the meaning given in the relevant Final Terms;

“**Specified Denomination(s)**” has the meaning given in the relevant Final Terms;

“**Specified Office**” has the meaning given in the Agency Agreement;

“**Specified Period**” has the meaning given in the relevant Final Terms;

“**Subsidiary**” means a corporation more than 50 per cent. of the outstanding voting stock of which is owned, directly or indirectly, by the Issuer or by one or more other Subsidiaries, or by the Issuer and one or more other Subsidiaries. For the purposes of this definition, “**voting stock**” means stock which ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency;

“**TARGET Settlement Day**” means any day on which the Trans European Automated Real Time Gross Settlement Express Transfer (TARGET) System is open;

“**Treaty**” means the Treaty establishing the European Union, as amended;

“**United States**” means the United States of America, which includes only the States and the District of Columbia;

“**United States Person**” means:

- (i) any individual who is a citizen or resident of the United States;
- (ii) any corporation, partnership or other entity treated as a corporation or partnership created or organised in or under the laws of the United States or any political subdivision thereof;
- (iii) any estate if the income of such estate falls within the federal income tax jurisdiction of United States regardless of the source of such income; and
- (iv) any trust if a United States court is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or the trust elects under U.S. Treasury Regulations to be treated as a United States person;

“**Voting Stock**” means any class or classes of Capital Stock pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of any Person (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency); and

“**Zero Coupon Note**” means a Note specified as such in the relevant Final Terms.

(b) *Interpretation*

In these Conditions:

- (i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement; and
- (iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes.

### 3. **Form, Denomination and Title**

#### (a) *Denomination*

Notes are issued in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

#### (b) *Title*

The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a “**Note Certificate**”) will be issued to each Holder of Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. “**Holder**” means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and “**Noteholder**” shall be construed accordingly.

#### (c) *Ownership*

The Holder of any Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

#### (d) *Transfers*

Subject to Conditions 3(g) (*Closed Periods*) and (h) (*Regulations Concerning Transfers and Registration*) below, a Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; *provided, however, that* a Note may not be transferred unless the principal amount of Notes transferred and (where not all of the Notes held by a Holder are being transferred) the principal amount of the balance of Notes not transferred are Specified Denominations. Where not all the Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the transferor.

(e) *Registration and Delivery of Note Certificates*

Within five business days of the surrender of a Note Certificate in accordance with Condition 3(d) (*Transfers*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 3(e), “**business day**” means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(f) *No Charge*

The transfer of a Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(g) *Closed Periods*

Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Notes.

(h) *Regulations Concerning Transfers and Registration*

All transfers of Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status of the Notes**

The Notes constitute direct, unconditional, unsubordinated and (without prejudice to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer and will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5. **Negative Pledge**

The Issuer shall not, and shall not permit any of its Material Subsidiaries to, issue, incur, assume or Guarantee any Indebtedness for borrowed money secured by a Lien (other than Permitted Liens) upon any shares of the Voting Stock of a Material Subsidiary without effectively providing that the Notes (and if the Issuer so elects, any other indebtedness of the Issuer ranking on a parity with the Notes) shall be secured equally and ratably with, or prior to, any such secured Indebtedness so long as such Indebtedness remains outstanding.

6. **Fixed Rate Note Provisions**

(a) *Application*

Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*), as applicable. Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

(d) *Calculation of Interest Amount*

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note Provisions**

(a) *Application*

Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).



(c) *Screen Rate Determination*

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (in the Relevant Financial Centre) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of (A) above, no offered quotation appears or if, in the case of (B) above, fewer than three offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the time specified in the preceding paragraph on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at approximately the time specified on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro zone inter-

bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(ii)(B), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the margin relating to the relevant Interest Period in place of the margin relating to that last preceding Interest Period).

If the Floating Rate Notes of any Series become immediately due and repayable under Condition 12 (*Events of Default*), the rate and/or amount of interest payable in respect of them will be calculated by the Calculation Agent at the same intervals as if such Notes had not become due and repayable, the first of which will commence on the expiry of the Interest Period during which the Notes of the relevant Series become so due and repayable *mutatis mutandis* in accordance with the provisions of this Condition 7 (*Floating Rate Note Provisions*) except that the rates of interest need not be published.

(d) *ISDA Determination*

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.

(e) *Maximum or Minimum Rate of Interest*

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(f) *Calculation of Interest Amount*

The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than

euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(g) *Calculation of Other Amounts*

If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(h) *Publication*

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall publish the Interest Amount in relation to the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

(i) *Notifications etc.*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Registrar and the Transfer Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non exercise by it of its powers, duties and discretions for such purposes.

**8. Zero Coupon Note Provisions**

(a) *Application*

Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Notes*

If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of

such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. **Redemption and Purchase**

(a) *Scheduled Redemption*

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).

(b) *Redemption for Tax Reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice in accordance with Condition 19 (*Notices*) (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with accrued interest, if any, if the Issuer has or will become obliged to pay additional interest on such Notes pursuant to Condition 11 (*Taxation*) as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States or any change in the application or official interpretation of such laws, regulations or rulings, which change or amendment becomes effective on or after the date on which any person (including any person acting as underwriter, broker or dealer) agrees to purchase any of such Notes pursuant to their original issuance, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such additional interest were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition 9, the Issuer shall deliver to the Fiscal Agent (A) a certificate signed by an officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) a legal opinion, from lawyers of recognised standing in the United States, to the effect that the Issuer has or will become obligated to pay such additional interest as a result of such change or amendment.

(c) *Redemption at the Option of the Issuer*

If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

(d) *Partial Redemption*

If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption at the Option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or

quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(c) (*Redemption at the Option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(e) *Redemption at the Option of Noteholders*

If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. Any conditions and/or circumstances that must be satisfied before a Put Option can be exercised will be set out in the relevant Final Terms. In order to exercise the option contained in this Condition 9(e), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(e), may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 9(e), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

(f) *No Other Redemption*

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Condition 9(a) (*Scheduled Redemption*) to 9(e) (*Redemption at the Option of Noteholders*) above.

(g) *Early Redemption of Zero Coupon Notes*

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the

purposes of this Condition 9(g) or, if none is so specified, a Day Count Fraction of 30E/360.

(h) *Purchase*

The Issuer or any of its respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(i) *Cancellation*

All Notes must be cancelled if they are redeemed by the Issuer pursuant to Condition 9(c) (*Redemption at the Option of the Issuer*) or purchased and surrendered for cancellation pursuant to Condition 9(h) (*Purchase*) and may not be reissued or resold.

10. **Payments**

(a) *Principal*

Payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) *Interest*

Payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) *Payments Subject to Fiscal Laws*

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Payments on Business Days*

Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the

day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 10 arriving after the due date for payment or being lost in the mail.

(e) *Partial Payments*

If a Paying Agent makes a partial payment in respect of any Note, the Registrar will annotate the Register with a record of the amount and date of such payment and, in the case of partial payment upon presentation of a Note Certificate, endorse on the relevant Note Certificate a statement indicating the amount and the date of such payment.

(f) *Record Date*

Each payment in respect of a Note will be made to the person shown as the Holder in the Register at the close of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

## 11. **Taxation**

The Issuer will, subject to the exceptions and limitations set forth below, pay as additional amounts to the holder of any Note that is a Non-United States Person such amounts as may be necessary so that every net payment on such Note, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States, will not be less than the amount provided in such Note to be then due and payable. However, the Issuer will not be required to make any such payment of additional amounts for or on account of:

- (a) any tax, assessment or other government charge that would not have been imposed but for (i) the existence of any present or former connection (or relationship) between a Noteholder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holders, if such holder is an estate or a trust, or a member or shareholder of such holder, if such holder is a partnership or corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in trade or business or present therein or having or having had a permanent establishment therein or (ii) such Noteholder's past or present status as a personal holding company, foreign personal holding company, foreign private foundation or other foreign tax-exempt organisation with respect to the United States, passive foreign investment company, controlled foreign corporation or as a corporation that accumulates earnings to avoid United States federal income tax; or
- (b) any withholding or deduction imposed on a payment required to be made pursuant to the European Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**") or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (c) a holder who would have been able to avoid such withholding or deduction imposed under (b) above: (i) by presenting the relevant Note to another Paying Agent in a

Member State of the European Union; or (ii) by satisfying any statutory or procedural requirements including, without limitation, the provision of information; or

- (d) any estate, inheritance, gift, sales, transfer, excise, wealth or personal property tax or any similar tax, assessment, withholding, deduction or other governmental charge; or
- (e) any tax, assessment or other governmental charge that would not have been imposed but for: (i) the presentation by the holder of a Note for payment more than 30 days after the Relevant Date; or (ii) a change in law, regulation or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later; or
- (f) any tax, assessment or other governmental charge that is payable otherwise than by deduction or withholding from a payment on a Note; or
- (g) any tax, assessment or other governmental charge required to be deducted or withheld by any Paying Agent from a payment on a Note, if such payment can be made without such deduction or withholding by any other Paying Agent; or
- (h) any tax, assessment or other governmental charge that would not have been imposed but for a failure to comply with applicable certification, documentation, identification, information or other reporting requirement concerning the nationality, residence, identity or connection with the United States of the holder or the beneficial owner of a Note if such compliance is required by statute or regulation of the United States or by a tax treaty of the United States, as a precondition to relief or exemption from such tax, assessment or other government charge; or
- (i) any tax, assessment or other governmental charge imposed on (i) a holder that actually or constructively owns 10 per cent. or more of the combined voting power of all classes of stock of the Issuer or that is a controlled foreign corporation related to the Issuer through stock ownership or is a bank that acquired such Note in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, or (ii) contingent interest as described in Section 871(h)(4) of the Code (generally, interest that is determined with reference to the cash flow, profitability, value of property of, or distributions of the Issuer or a related person thereto); or
- (j) any tax, assessment or other governmental charge which is imposed by the United States pursuant to Sections 1471 to 1474 of the Code (the so-called “**FATCA**” provisions), any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to any inter-governmental agreement between the United States and any other jurisdiction which facilitates FATCA or any agreement pursuant to the implementation of FATCA with the United States; or
- (k) a payment on a Note to a holder that is a fiduciary, partnership, limited liability company or other fiscally transparent entity or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner would not have been entitled to the additional interest had such beneficiary, settlor, member or beneficial owner been the holder of such Note; or
- (l) any combination of sub-paragraphs (a) to (k) above.



## 12. **Events of Default**

### (a) *Events of Default*

“**Event of Default**”, with respect to Notes of any Series, means any one of the following events:

- (i) default in the payment of any interest upon any Notes of that Series when it becomes due and payable, and continuance of such default for a period of 30 days; or
- (ii) default in the payment of the principal of (or premium, if any, on) any Notes of that Series at its Maturity Date; or
- (iii) default in the deposit of any sinking fund payment, when and as due by the terms of Notes of that Series and continuance of such default for a period of 30 days; or
- (iv) default in the performance, or breach, of any covenant of the Issuer under the Notes (other than a covenant a default in whose performance or whose breach is elsewhere in this Condition specifically dealt with or which has expressly been included in the Conditions solely for the benefit of a Series of Notes other than the relevant Series), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Issuer, the Fiscal Agent and the Registrar by the Noteholders of at least 25 per cent. in principal amount of the outstanding Notes of that Series or Tranche and a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; or
- (v) the Issuer shall fail to pay any Indebtedness in excess of U.S.\$50,000,000 owing by the Issuer, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or the Issuer shall fail to perform any term, covenant or agreement on its part to be performed under any agreement or instrument evidencing or securing or relating to any such Indebtedness, if the effect of such failure in either case is that the maturity of such Indebtedness is duly accelerated, without such Indebtedness having been discharged or such acceleration having been rescinded or annulled, in each such case, within a period of 10 days after there shall have been given, by registered or certified mail, to the Issuer, the Fiscal Agent and the Registrar by Noteholders of at least 25 per cent. in principal amount of the outstanding Notes of that Series, a written notice specifying such default and requiring the Issuer to cause such Indebtedness to be discharged or cause such acceleration to be rescinded or annulled, as the case may be, and stating that such notice is a “Notice of Default” hereunder; or
- (vi) the entry by a court having jurisdiction in the premises of (i) a decree or order for relief in respect of the Issuer in an involuntary case or proceeding under any applicable United States Federal or State bankruptcy, insolvency, reorganization or other similar law or (ii) a decree or order adjudging the Issuer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganisation, arrangement, adjustment or composition of or in respect of the Issuer under any applicable United States Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator

or other similar official of the Issuer or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

- (vii) the commencement by the Issuer of a voluntary case or proceeding under any applicable United States Federal or State bankruptcy, insolvency, reorganisation or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Issuer in an involuntary case or proceeding under any applicable United States Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganisation or relief under any applicable United States Federal or State law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Issuer in furtherance of any such action; or
- (viii) any other Event of Default set out in the Final Terms with respect to Notes of the relevant Series.

(b) *Acceleration*

Subject to these Conditions, if an event of default with respect to the Notes of a particular Series at the time outstanding occurs and is continuing, then in such case the holders of not less than 25 per cent. in principal amount of the outstanding Notes of such Series may declare the Early Redemption Amount (Default) (being the amount so specified in the applicable Final Terms and if no such amount is specified, the principal amount thereof) and all accrued but unpaid interest on the Notes of the Series to be due and payable immediately, by a notice in writing to the Issuer, the Fiscal Agent and the Registrar, and upon any such declaration such Early Redemption Amount (Default) (or other specified amount) and interest shall become immediately due and payable. Upon payment of such amounts in the currency in which such Notes are denominated, all obligations of the Issuer in respect of payment of principal and interest on such Notes shall terminate.

At any time after such a declaration of acceleration of the Notes of a Series has been made, the holders of a majority in principal amount of the outstanding Notes of such Series, by written notice to the Issuer, may, on behalf of all Noteholders of such Series, waive such event of default and rescind and annul such declaration and its consequences if:

- (i) the Issuer has paid or deposited with the Fiscal Agent a sum in the currency in which such Notes are denominated sufficient to pay:
  - (A) all overdue instalments of interest on such Notes;
  - (B) the amounts of principal (and premium, if any, on) such Notes that have become due otherwise than by such declaration of acceleration and interest thereon at the rate prescribed therefor in these Conditions;

- (C) to the extent that payment of such interest is lawful, interest upon overdue instalments of interest on each such Note at the rate or rates prescribed therefor in such Notes; and
  - (D) all sums paid or advanced by the Paying Agents and the reasonable compensation, expenses, disbursements and advances of the Paying Agents; provided, however, that all sums payable under this sub-paragraph (D) shall be paid in U.S. dollars; and
- (ii) all defaults and events of default with respect to such Notes, other than the non-payment of principal of and interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived as provided in Condition 16 (*Meetings of Noteholders; Modification and Waiver*).

No such rescission and waiver shall affect any subsequent default or impair any right consequent thereon.

**13. Prescription**

Claims for principal and interest on redemption in respect of Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years (in the case of principal) or five years (in the case of interest) of the appropriate Relevant Date.

**14. Replacement of Notes**

If any Note or Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent and the Registrar (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Note Certificates must be surrendered before replacements will be issued.

**15. Agents**

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or registrar or Calculation Agent and additional or successor paying agents; *provided, however, that:*

- (a) the Issuer shall at all times maintain a Fiscal Agent and, so long as there are Notes outstanding, a Registrar; and
- (b) the Issuer shall at all times maintain a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; and

- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

#### 16. **Meetings of Noteholders; Modification and Waiver**

##### (a) *Meetings of Noteholders*

The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

##### (b) *Modification*

The Notes and these Conditions may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

#### 17. **Consolidation, Merger, Conveyance Transfer or Lease**

##### (a) *When Issuer May Merge*

The Issuer may not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other person, or, directly or indirectly, sell, lease, assign, transfer or convey its properties and assets as an entirety or substantially as an entirety (computed on a consolidated basis) to another person or group of affiliated persons, and another person or group of affiliated persons may not directly or indirectly sell, lease, assign, transfer or convey its properties and assets as an entity or substantially as an entity (computed on a consolidated basis) to the Issuer, unless:

- (i) the Issuer shall be the continuing person, or the person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or to which all or substantially all of the properties and assets of the Issuer are transferred as an entirety or substantially as an entirety (the Issuer or such other person being hereinafter referred to as the “**Surviving Person**”), shall be a corporation organised and validly existing under the laws of the United States, any State thereof or the District of Columbia, and shall expressly

assume, all the obligations of the Issuer under the Notes and the Agency Agreement; and

- (ii) immediately after giving effect to such transaction and the assumption of the obligations as set forth in (i), above, none of the events of default described in Condition 12 (*Events of Default*) shall have occurred and be continuing.

(b) *Successor Corporation Substituted*

Upon any consolidation or merger, or any transfer of assets in accordance with Condition 17(a) (*When Issuer May Merge*), the Surviving Person formed by such consolidation or into which the Issuer is merged or to which such transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes and the Agency Agreement with the same effect as if such Surviving Person had been named as the Issuer herein. When a Surviving Person duly assumes all of the obligations of the Issuer pursuant hereto and pursuant to the Notes, the predecessor shall be relieved of the performance and observance of all obligations and covenants under the Notes and the Agency Agreement, including but not limited to the obligation to make payment of the principal of and interest, if any, on all the Notes then outstanding, and the Issuer may thereupon or any time thereafter be liquidated and dissolved.

18. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

19. **Notices**

Notices to the Holders of Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In the case of Notes which are listed on the Irish Stock Exchange and, if the rules of that exchange so require, such notices will also be published in a leading newspaper having general circulation in Dublin (which is expected to be the *Irish Times*).

20. **Currency Indemnity**

If any sum due from the Issuer in respect of the Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

21. **Redenomination**

(a) *Application*

Condition 21 (*Redenomination*) is applicable to the Notes only if it is specified in the relevant Final Terms as being applicable.

(b) *Notice of Redenomination*

If the country of the Specified Currency is, becomes, or announces its intention to become, a Participating Member State, the Issuer may, without the consent of the Noteholders, on giving at least 30 days' prior notice to the Noteholders and the Paying Agents, designate a date (the "**Redenomination Date**"), being an Interest Payment Date under the Notes falling on or after the date on which such country becomes a Participating Member State.

(c) *Redenomination*

Notwithstanding the other provisions of these Conditions, with effect from the Redenomination Date:

- (i) the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Union regulations); provided, however, that if the Issuer determines, with the agreement of the Fiscal Agent, that then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, each stock exchange (if any) on which the Notes are then listed and the Paying Agents of such deemed amendments;
- (ii) If Notes have been issued in individual certificated form, new Individual Note Certificates denominated in euro will be issued in exchange for Individual Note Certificates denominated in the Specified Currency in such manner as the Fiscal Agent or the Registrar may specify from the date on which the Issuer gives notice to the Noteholders that replacement Notes denominated in euro are available for exchange, as shall be notified to Noteholders in such notice.
- (iii) all payments in respect of the Notes (other than, unless the Redenomination Date is on or after such date as the Specified Currency ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro by cheque drawn on, or by credit or transfer to, a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the Principal Financial Centre of any Member State of the European Union.

(d) *Interest*

Following redenomination of the Notes pursuant to this Condition 21, where Notes are represented by Individual Note Certificates, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of the Notes presented for payment by the relevant holder.

(e) *Interest Determination Date*

If the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, with effect from the Redenomination Date the Interest Determination Date shall be deemed to be the second TARGET Settlement Day before the first day of the relevant Interest Period.

22. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. **Governing Law and Jurisdiction**

(a) *Governing law*

The Notes, including any non-contractual obligations arising out of or in connection with the Notes, are governed by, and shall be construed in accordance with, English law.

(b) *English Courts*

The Issuer agrees for the benefit of the Noteholders that the courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with the Notes (“**Proceedings**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

(c) *Process Agent*

Any Proceedings which are commenced in England pursuant to Condition 23(b) (*English Courts*) may be served on it by being delivered to the Issuer at Jefferies International Limited, Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ or at any other address of the Issuer in the United Kingdom at which process may be served on it in accordance with Part 34 of the Companies Act 2006 or any successor provision thereto. Nothing in this Condition 23(c) shall affect the right of the Noteholders to serve process in any other manner permitted by law.

## FORM OF FINAL TERMS

*The Final Terms in respect of each Tranche of Notes will be in the following form and will be completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.*

Final Terms dated [●]

### JEFFERIES GROUP LLC

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]  
under the U.S.\$2,000,000,000 Euro Medium Term Note Programme

#### Part A Contractual Terms

*[If a series of Notes will not be listed, Prospectus Directive references in foregoing paragraph and following introductory paragraphs are to be revised accordingly.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [●] [and the supplement(s) to it dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on [the website of the Irish Stock Exchange <http://www.ise.ie/>].

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [original date] [and the supplement(s) to it dated [●]] which are incorporated by reference in the Base Prospectus dated [current date]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement(s) to it dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “**Base Prospectus**”), save in respect of the Conditions which are extracted from the Base Prospectus dated [original date] [and the supplement(s) to it dated ●] and are incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus [and the supplement(s) to it dated [●]]. The Base Prospectus has been published on [the website of the Irish Stock Exchange <http://www.ise.ie/>].

*[When completing final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

1.     [(i)]     Series Number:                             [●]
- [(ii)    Tranche Number:]                     [●]



- [(iii) Date on which the Notes become fungible: [Not Applicable/The Notes shall be consolidated and form a single series with the *[insert description of the Series]* on *[insert date/the Issue Date]*.]  
*(If fungible with an existing Series, include details of that Series, including the date on which the Notes become fungible).*
2. Specified Currency or Currencies: [●]
3. Aggregate Nominal Amount: [●]  
[(i) Series: [●]  
[(ii) Tranche:] [●]
4. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]
5. (i) Specified Denominations: [●]  
*(N.B. Where multiple denominations above €100,000 (or equivalent) are being used, the following sample wording should be followed: “[€100,000] and integral multiples of [€1,000] in excess thereof] up to and including [€199,000].”)*
- (ii) Calculation Amount: [●]  
*(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6. (i) Issue Date: [●]  
(ii) Interest Commencement Date: [[●]/Issue Date/Not Applicable]  
*(If different from the Issue Date)*
7. Maturity Date: [●]  
*(Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year)*  
  
*(If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” or (ii) another applicable exemption from Section 19 of the FSMA must be available.)*

8. Interest Basis: [[●] per cent. Fixed Rate]  
 [[LIBOR/EURIBOR] +/- [●] per cent. Floating Rate]  
 [Zero Coupon]  
 [(further particulars specified below)]
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[●]/ [100]] per cent of their nominal amount
10. Change of Interest Basis: [*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 13 and 14 below and identify there/Not Applicable*]
11. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [(further particulars specified below)]
12. (i) Status of the Notes: Senior
- [(ii) Date [Board] approval for issuance of Notes obtained: [●]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]
- (vi) [Determination Dates: [[●] in each year (*insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. Note: only relevant where Day Count Fraction is Actual/Actual (ICMA)*)]
14. **Floating Rate Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): [[●]], subject to adjustment in accordance with the Business Day Convention set out in (iv) below, not subject to any adjustment, as the Business Day Convention in (iv) below is specified to be Not

- Applicable]]
- (ii) Specified Period/Specified Interest Payment Dates: [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
- (Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”)*
- (iii) First Interest Payment Date: [●]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (v) Additional Business Centre(s): [●]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vii) Screen Rate Determination:
- Reference Rate: [● month [LIBOR / EURIBOR [●]]
  - Interest Determination Date(s): [●]
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- Relevant Screen Page: [●]
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- Relevant Financial Centre: [●]
- (ix) ISDA Determination:
- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]
- (x) Margin(s): [+/-][●] per cent. per annum

- (xi) Minimum Rate of Interest: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
[30/360][360/360][Bond Basis]  
[30E/360][Eurobond Basis]30E/360 (ISDA)]  
  
[as per the [2000/2006] ISDA Definitions]

15. **Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) [Amortisation/Accrual] Yield: [●] per cent. per annum
  - (ii) Reference Price: [●]
  - (iii) Day Count Fraction in relation to Early Redemption Amounts [30/360]  
[Actual/360]  
[Actual/365]

#### PROVISIONS RELATING TO REDEMPTION

16. **Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
  - (ii) Optional Redemption Amount(s) of each Note: [[●] per Calculation Amount]
  - (iii) If redeemable in part:
    - (a) Minimum Redemption Amount: [[●] per Calculation Amount]
    - (b) Maximum Redemption Amount: [[●] per Calculation Amount]
  - (iv) Notice period: [●]
17. **Put Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
  - (ii) Optional Redemption Amount(s) of each Note: [[●] per Calculation Amount]
  - (iii) Notice period: [●]

18. **Final Redemption Amount of each Note** [[●] per Calculation Amount]
19. **Early Redemption Amount**  
 Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption (if different from that set out in the Conditions): [Not Applicable(*If both the Early Redemption Amount (Tax) and the Early Termination Amount are the principal amount of the Notes/specify the Early Redemption Amount (Tax) and/or the Early Termination Amount if different from the principal amount of the Notes*)]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

20. Form of Notes: [Global Note exchangeable for Individual Note Certificates in the limited circumstances specified in the Global Note (*If Notes to be held through the Relevant Clearing System*)  
 [Individual Note Certificates] (*If Notes not to be held through the Relevant Clearing System*)
21. New Safekeeping Structure: [Yes / No]
22. Additional Financial Centre(s): [Not Applicable.]  
*Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 15(ii), 16(v) and 18(x) relate*
23. Redenomination provisions: [Not Applicable/ The provisions of Condition 21 apply.]

**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for issue [and] [admission to trading on [specify relevant regulated market] of the Notes described herein] pursuant to the Programme for the issuance of U.S.\$2,000,000,000 Euro Medium-Term Notes of Jefferies Group LLC

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. [*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

**JEFFERIES GROUP LLC**

By: \_\_\_\_\_  
 Duly authorised

**Part B**  
**Other Information**

**1. LISTING**

- (i) Admission to trading [Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Not Applicable.]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

- (ii) Estimate of total expenses related to admission to trading [●]

**2. RATINGS**

Ratings: The Notes to be issued have been rated:

[S & P: [●]]

[Moody's: [●]]

[Fitch: [●]]

**3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

*[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. (Amend as appropriate if there are other interests)]

*[When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

**4. [Fixed Rate Notes only – YIELD]**

Indication of yield: [●]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

## 5. OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i> ]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agent(s):	[●]
Names and addresses of additional Paying Agent(s) (if any):	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes] [No] ( <i>only applicable for Global Notes which are to be held under the NSS</i> )  [Note that the designation “yes” simply means that the Notes are intended upon issue to be registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper under the New Safekeeping Structure for registered global securities and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

## 6. DISTRIBUTION

(ii) Method of distribution:	[Syndicated/ Non-syndicated]
(ii) If syndicated:	
(A) Names of Managers:	[Not Applicable/ <i>give names</i> ]
(B) Stabilising Manager(s) (if any):	[Not Applicable/ <i>give name</i> ]
(iii) If non syndicated, name of Dealer:	[Not Applicable/ <i>give name</i> ]

## **SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM**

### **Clearing System Accountholders**

References in the Terms and Conditions of the Notes to “Noteholder” are references to the person in whose name such Global Note is for the time being registered in the Register which, for so long as the Global Note is held by or on behalf of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or a nominee for that depositary or common depositary.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer to the holder of such Global Note or Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear, Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the registered owner of the Global Note.

### **Exchange of Global Notes**

Whenever a Global Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Note within five business days of the delivery, by or on behalf of the holder of the Global Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person’s holding) against the surrender of the Global Note at the Specified Office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Note; or
- (b) any of the Notes represented by a Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Note in accordance with the terms of the Global Note on the due date for payment,

then the Global Note (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above), and the holder of the Global Note will have no further rights thereunder (but without prejudice to the rights which the holder of the Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note will acquire directly against the Issuer all those rights to



which they would have been entitled if, immediately before the Global Note became void, they had been the holders of Individual Note Certificates in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

### **Conditions Applicable to Global Notes**

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

#### ***Payments***

All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note at the Specified Office of any Paying Agent outside the United States and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes.

#### ***Exercise of Put Option***

In order to exercise the option contained in Condition 10(e) (*Redemption at the Option of Noteholders*), if applicable in respect of a Series of Notes, the holder of the Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

#### ***Partial Exercise of Call Option***

In connection with an exercise of the option contained in Condition 9(c) (*Redemption at the Option of the Issuer*), if applicable in respect of a Series of Notes, in relation to some only of the Notes or Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions. The rights of account holders with a clearing system in respect of the Notes of such Series will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg (to be reflected as either a pool factor or a reduction in principal amount, at their discretion) and/or other clearing system. For the avoidance of doubt, if the Notes are listed on the official list of the Irish Stock Exchange and admitted to trading on the regulated market of the Irish Stock Exchange and the rules of that exchange so require, such notices shall also be published in a leading newspaper having general circulation in Ireland (which is expected to be the *Irish Times*).

#### ***Notices***

Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by a Global Note and the Global Note deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the regulated market of the Irish Stock Exchange and the rules of that exchange so require, notice shall also be published in a leading newspaper having general circulation in Ireland (which is expected to be the *Irish Times*).

### ***Redenomination***

If the Notes are redenominated pursuant to Condition 21 (*Redenomination*), then following redenomination:

- (a) if Individual Note Certificates are required to be issued, they shall be issued at the expense of the Issuer in such denominations as the Fiscal Agent or, as the case may be, the Registrar shall determine and notify to the Noteholders; and
- (b) the amount of interest due in respect of Notes represented by a Global Note will be calculated by reference to the aggregate principal amount of such Notes and the amount of such payment shall be rounded down to the nearest Euro 0.01.

### ***Record Date***

The Record Date under Condition 10(f) (*Record Date*) for any Global Note will be the close of business on the Clearing System Business Day immediately prior to the due date for such payment, where “**Clearing System Business Day**” means a day on which each clearing system for which the Global Note is being held is open for business.

### ***Payment Business Day***

In the case of a Global Note, if the currency of payment is euro, a “Payment Business Day” shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, a “**Payment Business Day**” shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

## **USE OF PROCEEDS**

The net proceeds of any Notes will be used by the Issuer for general corporate purposes.

## JEFFERIES GROUP LLC

### Information about the Issuer

The Issuer was incorporated on 23 December 1998 (for an indefinite duration) under the General Corporation Law of the State of Delaware. On 1 March 2013, the Issuer was converted from a Delaware corporation into a Delaware limited liability company.

The Issuer's Delaware registration number is 2984002. The Issuer operates under the Limited Liability Company Act of the State of Delaware, Title 6, Chapter 18 of the Delaware Code 1953 and the Issuer's Limited Liability Company Agreement dated 1 March 2013 (the "**LLC Agreement**"). The Issuer's stated purpose is to engage in any activity for which limited liability companies may be organised in the State of Delaware, as specified in the paragraph 1.2 of the LLC Agreement.

### Overview

Jefferies Group LLC and its subsidiaries (the "**Group**") operate as a global full service, integrated securities and investment banking firm. The Group's principal operating subsidiary, Jefferies LLC, was founded in the United States in 1962 and the Group's first international operating subsidiary, Jefferies International Limited, was established in the United Kingdom in 1986.

On 1 March 2013, Jefferies Group, Inc. converted into a limited liability company (renamed Jefferies Group LLC) and became an indirect wholly owned subsidiary of Leucadia National Corporation ("**Leucadia**") pursuant to a series of transactions with Leucadia (the "**Leucadia Transaction**"). Jefferies Group LLC continues to operate as a full-service investment banking firm and as the holding company to its various regulated and unregulated operating subsidiaries. Richard Handler, the Group's Chief Executive Officer and Chairman, was also appointed the Chief Executive Officer of Leucadia, as well as a Director of Leucadia. Brian Friedman, the Chairman of the Executive Committee, was also appointed Leucadia's President and a Director of Leucadia. Following the Leucadia Transaction, Jefferies Group LLC retains a credit rating separate from Leucadia and remains an SEC reporting company, filing annual, quarterly and periodic financial reports.

Since 2000, the Group has grown considerably and become increasingly diversified, increasing its market share and the breadth and depth of its business. The Group's growth has been achieved through the ongoing addition of talented personnel in targeted areas, as well as the acquisition of complementary businesses.

As of 30 November 2013, the Group had 3,797 employees in the Americas, Europe, Asia and the Middle East. The Group's global headquarters and executive offices are located at 520 Madison Avenue, New York, New York 10022. The Group also has regional offices in London and Hong Kong. The Group's primary telephone number is + 1 (212) 284-2550 and its internet address is [www.jefferies.com](http://www.jefferies.com). No part of this website is incorporated by reference in, or forms part of this Base Prospectus.

### Management

#### *Board of Directors and Other Executive Officers*

Following is a description of certain information concerning the Issuer's board of directors (the "**Board**") and other executive officers.

#### *W. Patrick Campbell*

Mr. Campbell has been a director of the Issuer since January 2000 and serves as the Chairman of the Audit Committee and as a member of the Corporate Governance and Nominating Committee, and the Compensation Committee. Mr. Campbell has been a director of Leucadia since 1 March 2013. Mr. Campbell was Chairman and Chief Executive Officer of Magex Limited from August 2000 to April 2002 and is currently an independent consultant in the media and telecom field. From 1994 until

October 1999, Mr. Campbell was Executive Vice President of Corporate Strategy and Business Development at Ameritech Corp. where he was a member of the Management Committee and directed all corporate strategy and merger and acquisition activity. From 1989 to 1994, Mr. Campbell served as President and Chief Executive Officer of Columbia TriStar Home Video, a Sony Pictures Entertainment Company, and has previously been President of RCA/Columbia Pictures International Video. Mr. Campbell has also been a director of Black & Veatch, a private company, since November 1999 where he currently serves on the Audit and Compensation Committees. Mr. Campbell is also Chair of Leucadia's Audit Committee.

*Brian P. Friedman*

Mr. Friedman has been a director and executive officer of the Issuer since July 2005, and has been Chairman of the Executive Committee since 2002. Mr. Friedman has served as a director and President of Leucadia since 1 March 2013. Since 1997, Mr. Friedman has served as President of Jefferies Capital Partners (formerly known as FS Private Investments), a private equity fund management company now controlled by Mr. Friedman in which the Group has an ownership interest. Mr. Friedman was previously employed by Furman Selz LLC and its successors, including serving as Head of Investment Banking and a member of its Management and Operating Committees. Prior to his 17 years with Furman Selz and its successors, Mr. Friedman was an attorney with the New York City law firm of Wachtell, Lipton, Rosen & Katz. As a result of his management of various private equity funds and the significant equity positions those funds hold in their portfolio companies, Mr. Friedman serves on several boards of directors of private portfolio companies, and since May 2012 has served on the board of directors of Fiesta Restaurant Group, Inc., a public company that owns and operates two restaurant chains. Mr. Friedman also serves on the boards of directors of various of Leucadia's subsidiaries and investee companies. Mr. Friedman served on the board of the general partner of K-Sea Transportation L.P. from 2004 through 2011, and served on the board of directors of Carrols Restaurant Group from June 2009 through May 2012.

*Richard B. Handler*

Mr. Handler has been Chairman of the Issuer since February 2002, and Chief Executive Officer since January 2001. Mr. Handler has also served as Chief Executive Officer of Jefferies LLC, Jefferies' principal operating subsidiary, since January 2001 and as President of the Issuer since May 2006. Mr. Handler was first elected to the Board in May 1998. Mr. Handler has served as a director and as Chief Executive Officer of Leucadia since 1 March 2013. He was Managing Director of High Yield Capital Markets at the Group from May 1993 until February 2000, after co-founding that group as an Executive Vice President in April 1990. He is also Chairman and Chief Executive Officer of the Handler Family Foundation, a non-profit foundation working primarily with underprivileged youth. Mr. Handler received an MBA from Stanford University in 1987. He received his B.A. in Economics from the University of Rochester in 1983 where he also serves on the Board of Trustees, is Chairman of the University's Finance Committee, Chairman of the Strategic Planning Committee and Co-Chairman of its Capital Campaign.

*Joseph S. Steinberg*

Mr. Steinberg has been a director of the Issuer since April 2008. He has served as a director of Leucadia since December 1978 and was Leucadia's President from January 1979 until 1 March 2013. Mr. Steinberg is Chairman of the board of directors of HomeFed Corporation ("**HomeFed**"), a publicly-listed real estate development company in which Leucadia has approximately a 65 per cent. equity interest. In addition, Mr. Steinberg beneficially owns approximately 4.8 per cent. of HomeFed's common stock. Mr. Steinberg serves on the board of directors of Crimson Wine Group, Ltd., Leucadia's former winery operations which were spun off to shareholders in February 2013. Mr. Steinberg serves on the board of directors of HomeFed at Leucadia's request to oversee its significant investment in HomeFed, as well as various other subsidiaries and investee companies. Mr. Steinberg previously served as a director of Mueller Industries, Inc., Fortescue Metals Group Ltd, The FINOVA Group Inc. and White Mountains Insurance Group.

*Richard G. Dooley*

Mr. Dooley has been a director of the Issuer since November 1993. From 1978 until his retirement in June 1993, Mr. Dooley was Executive Vice President and Chief Investment Officer of MassMutual. Mr. Dooley was a consultant to MassMutual from 1993 to 2003. Mr. Dooley has been a director of Kimco Realty Corporation since 1990 and is a member of its Compensation Committee. Mr. Dooley is Chairman of the Issuer's Compensation Committee and a member of the Issuer's Audit Committee and Corporate Governance and Nominating Committee.

*Barry J. Alperin*

Mr. Alperin was appointed as a director of the Issuer in December 2013 and serves on all of its committees. Mr. Alperin, who is retired, served as Vice Chairman of Hasbro, Inc. from 1990 through 1995, as Co-Chief Operating Officer of Hasbro from 1989 through 1990 and as Senior Vice President or Executive Vice President of Hasbro from 1985 through 1989. He was a director of Hasbro from 1985 through 1996. Prior to joining Hasbro, Mr. Alperin practiced law in New York City for 20 years, dealing with corporate, public and private financial transactions, corporate mergers and acquisitions, compensation issues and securities law matters. Mr. Alperin currently serves as a director of Fiesta Restaurant Group, Inc. and Henry Schein, Inc. During the past five years, Mr. Alperin served on the board of directors of The Hain Celestial Group, Inc. and K-Sea Transportation Partners L.P. He serves as a trustee and member of the Executive Committee of The Caramoor Center for Music and the Arts, President Emeritus and a Life Trustee of The Jewish Museum in New York City and is a past President of the New York Chapter of the American Jewish Committee. Mr. Alperin also formerly served as Chairman of the Board of Advisors of the Tucker Foundation at Dartmouth College, was President of the Board of the Stanley Isaacs Neighborhood Center in New York City, was a trustee of the Hasbro Children's Foundation, was President of the Toy Industry Association and was a member of the Columbia University Medical School Health Sciences Advisory Council.

*Mary Anne Gilmartin*

Ms. Gilmartin was appointed as a director of the Issuer in March 2014 and serves on all of its committees. Ms. Gilmartin has been point person in the development of some of the most high profile real estate projects in New York City. She led the efforts to build Barclays Center, the new state-of-the-art sports and entertainment venue and the centerpiece of the U.S.\$4.9 billion, 22-acre mixed-use Atlantic Yards development in Brooklyn. Ms. Gilmartin oversaw the development of The New York Times Building, designed by world renowned architect Renzo Piano and the recently opened New York by Gehry, the tallest residential building in the Western Hemisphere, designed by award winning architect Frank Gehry. In addition to these projects, Ms. Gilmartin has managed the commercial portfolio at MetroTech Center in Downtown Brooklyn, which consists of 6.7 million square feet of Class A office space. Ms. Gilmartin graduated summa cum laude, Phi Beta Kappa from Fordham University, where she also completed her Masters Degree. Ms. Gilmartin began her real estate development career as a New York City Urban Fellow in 1986 at the Public Development Corporation. Ms. Gilmartin served for over seven years on the New York City Ballet Advisory Board. Currently, Ms. Gilmartin serves as a Board Trustee for the Brooklyn Academy of Music; a Member of the Board of Governors of the Real Estate Board of New York; an Executive Committee Member of the Downtown Brooklyn Partnership; and as a Member of the Industry Advisory Board of the MS Real Estate Development Program at Columbia University.

*Michael J. Sharp*

Mr. Sharp has been the Issuer's Executive Vice President, General Counsel and Secretary since November 2010. Mr. Sharp is Leucadia's Executive Vice President and General Counsel. Mr. Sharp had been a partner with the law firm of Wilmer Cutler Pickering Hale & Dorr LLP from March 2009 through September 2010. Previously, Mr. Sharp was General Counsel of Citigroup's Global Wealth Management, Global Consumer Bank, and Global Credit Card business units. Before his 12 years at Citigroup, Mr. Sharp was a litigation associate at Cravath, Swaine & Moore, which he joined in 1992. Mr. Sharp began his legal career as a judicial clerk on the United States Court of Appeals for the

Eleventh Circuit. Before embarking on a legal career, Mr. Sharp traded U.S. Treasury Bonds from 1981 to 1988.

*Peregrine C. Broadbent*

Mr. Broadbent has been the Issuer's Executive Vice President and Chief Financial Officer since November 2007. Prior to joining the Group, Mr. Broadbent was employed by Morgan Stanley for 16 years, including serving as Managing Director, Head of Institutional Controllers (Fixed Income, Equity and Investment Banking) of Morgan Stanley from November 2003 through November 2007, and was Morgan Stanley's Managing Director, Head of Fixed Income Infrastructure (Operations and Controllers) from March 2002 to November 2003. Mr. Broadbent is a Chartered Accountant in the United Kingdom.

*John F. Stacconi*

Mr. Stacconi became the Issuer's Global Treasurer in January 2012. Previously, Mr. Stacconi was Managing Director and International Treasurer at Nomura International from January 2010 through December 2011. Mr. Stacconi was Managing Director in Corporate Treasury at JP Morgan from June 2008 through December 2009. Previously, Mr. Stacconi had been at Bear Stearns since 1985, serving as Senior Managing Director from 1999 through 2008 and Treasurer of Bear Stearns Securities Corp. from 2005 through 2008.

***Business Address***

The business address of each member of the Board and each executive officer is 520 Madison Avenue, New York, NY 10022.

***Conflicts***

For the purposes of the Prospectus Directive, no potential conflicts of interest exist between the duties to the Issuer of the members of the Board, as listed above, and their private interests and/or other duties.

***Additional Information***

Additional information on the Issuer and the Group is included in the Issuer's Annual Report on Form 10-K for 2013 and the Issuer's Quarterly Report on Form 10-Q for the period ended 28 February 2014, both incorporated by reference in this Base Prospectus.

## UNITED STATES TAXATION

**TO ENSURE COMPLIANCE WITH UNITED STATES TREASURY DEPARTMENT CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS BASE PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON INVESTORS UNDER THE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

### General

The following is a general summary of certain anticipated principal U.S. federal tax consequences that may be relevant with respect to the acquisition, ownership and disposition of Notes. This summary addresses only the U.S. federal tax considerations of holders that are Non-U.S. Holders (as defined below) that acquire Notes at their original issuance and hold the Notes as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). This discussion is a summary for general information only and does not purport to address all U.S. federal tax matters that may be relevant to the purchase, ownership, and disposition of any Notes to a particular Noteholder in light of its circumstances or to holders subject to special tax rules, such as trusts, estates and controlled foreign corporations, or the beneficiaries or stockholders of such entities.

Moreover this summary does not address the United States federal income tax consequences of perpetual Notes and other Notes treated as equity for U.S. Federal income tax purposes, Notes with contingent payments or the potential implication of the United States tax shelter disclosure, registration and list maintenance regulations with respect to a particular Series of Notes, the United States federal income tax consequences of which will be set forth, if required, in the applicable Final Terms.

This summary is based on the Code, U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as in effect and available on the date hereof. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below. Further, this summary does not describe any tax consequences arising out of the tax laws of any state, local or foreign jurisdiction. Prospective purchasers of the Notes are urged to consult their own tax advisers concerning the U.S. federal, state, local and foreign tax consequences of owning Notes in light of their own particular circumstances.

No opinion of counsel or United States Internal Revenue Service (“IRS”) ruling has been or will be sought regarding any matter discussed herein, and no assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of those set forth below. The United States federal income tax consequences applicable to any Tranche of the Notes will depend upon the final terms of such Notes, which may affect the consequences described below.

A “**Non-U.S. Holder**” is a beneficial owner of a Note that is not a U.S. Person. As used here, the term “U.S. Person” means (i) a citizen or individual resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States or any political sub-division thereof or therein (including the District of Columbia), (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, and (iv) a trust, if (a) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons (as defined in the Code) have the authority to control all substantial decisions of the trust or (b) the trust has made a valid election under U.S. Treasury regulations to be treated as a U.S. person.



A “**U.S.-Controlled Person**” is (i) a controlled foreign corporation for United States federal income tax purposes, (ii) a foreign person 50 per cent. or more of whose gross income is effectively connected with the conduct of a trade or business within the United States for a specified three-year period, and (iii) a foreign partnership that is engaged in the conduct of a trade or business within the United States or more than 50 per cent. of the income or capital interests in which are held by U.S. persons.

If a partnership holds Notes, the United States federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Notes should consult its tax advisor with regard to the United States federal income tax treatment of its investment in the Notes.

### ***Classification of the Notes***

For United States federal income tax purposes, the Notes will be treated as issued by Leucadia National Corporation (through Jefferies Group LLC, a disregarded entity for United States federal income tax purposes).

### ***Taxation of Non-U.S. Holders of the Notes***

Under current United States federal income tax law, subject to the discussion below under the headings “– *Information Reporting and Backup Withholding*” and “– *Foreign Account Tax Compliance Act*”, payment on a Note by the Issuer or any Paying Agent to a Non-U.S. Holder should not be subject to withholding of United States federal income tax, provided that, with respect to payments of interest, (1) the beneficial owner does not actually or constructively own 10 per cent. or more of the total combined voting power of all classes of stock of Leucadia National Corporation entitled to vote or 10 per cent. or more of the profits or capital interests of the Issuer, (2) the beneficial owner is not (i) a controlled foreign corporation for U.S. federal income tax purposes that is related to the Issuer through stock ownership or (ii) a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business, (3) such interest payments are not effectively connected with the conduct of a trade or business of the beneficial owner within the United States (and, if an applicable treaty so requires, are not attributable to a permanent establishment in the United States maintained by such Non-U.S. Holder), (4) such interest is not contingent on the Issuer’s (or related party’s) profits, revenues or changes in the value of its property and is not otherwise excluded from the definition of “portfolio interest” by Section 871(h)(4) of the Code, and (5) the beneficial owner provides a statement signed under penalties of perjury that certifies that it is a Non-U.S. Holder in compliance with applicable requirements (or satisfies certain documentary evidence requirements for establishing that it is a Non-U.S. Holder). Further, a Note should not be subject to United States federal estate tax as a result of the death of a holder who is not a citizen or resident of the United States at the time of death, provided that (i) such holder did not at the time of death actually or constructively own 10 per cent. or more of the combined voting power of all classes of stock of the Leucadia National Corporation or 10 per cent. or more of the profits or capital interests of the Issuer, and (ii) at the time of such holder’s death, payments of interest on such Note would not have been effectively connected with the conduct by such holder of a trade or business in the United States.

Additionally, subject to the discussion below under the headings “– *Information Reporting and Backup Withholding*” and “– *Foreign Account Tax Compliance Act*”, a holder of a Note that is a Non-U.S. Holder should not be subject to United States federal tax on gain realised on the sale, exchange or redemption of such Note unless (1) the gain is effectively connected with the conduct of a trade or business of the beneficial owner within the United States (and, if an applicable treaty so requires, is attributable to a permanent establishment in the United States maintained by such Non-U.S. Holder), or (2) such beneficial owner is an individual who is present in the United States for 183 days or more during the taxable year and certain other requirements are met.

Non-U.S. Holders engaged in the conduct of a trade or business within the United States (and, if an applicable treaty so requires, that maintain a permanent establishment within the United States)

should be subject to United States federal income tax on a net income basis in the same manner as if such Non-U.S. Holder were a U.S. Person on any payments on a Note or any gain recognised on the sale, exchange, retirement, or other disposition of a Note to the extent such payments or gain are effectively connected with such trade or business (and, if an applicable treaty so requires, are attributable to such permanent establishment). In addition, a Non-U.S. Holder that is a foreign corporation engaged in a trade or business in the United States may be subject to a branch profits tax at a rate of 30 per cent. (or lower treaty rate, if applicable) on its earnings and profits that are effectively connected with its conduct of a trade or business within the United States.

### ***Information Reporting and Backup Withholding***

A Non-U.S. Holder may be required to comply with certain certification procedures to establish that the holder is not a U.S. person in order to avoid backup withholding tax with respect to our payment of interest on, or the proceeds of a sale or other disposition of, a Note. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against that Non-U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS. In certain circumstances, the name and address of the beneficial owner and the amount of interest paid on a Note, as well as the amount, if any, of tax withheld, may be reported to the IRS. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides.

### ***Foreign Account Tax Compliance Act***

Pursuant to Sections 1471-1474 of the Code, (the so-called "**FATCA**" provisions) and subject to certain exceptions, a withholding tax is imposed at a rate of 30 per cent. on "withholdable payments" made on or after 1 July 2014 (or, in the case of proceeds of sale, redemption or other disposition of the Notes, after 1 January 2017) to "foreign financial institutions" ("**FFIs**") and non-financial foreign entities ("**NFFE**s") that fail to comply with certain information reporting obligations. For this purpose, withholdable payments are comprised of U.S.-source payments (including those otherwise exempt from withholding tax imposed by Section 1441 of the Code, such as payments of portfolio interest) and gross proceeds from the sale of any equity or debt instruments of U.S. issuers. An FFI is defined broadly pursuant to Section 1471(d)(4) of the Code to include non-U.S. banks, non-U.S. custodians and certain non-U.S. investment vehicles engaged in investing, reinvesting or trading in securities. An NFFE, as defined in Section 1472(d) of the Code, includes any non-U.S. entity that is not a foreign financial institution that fails to certify that, in the case where the NFFE is the beneficial owner of the payment, the NFFE either (i) has no "substantial United States owners" within the meaning of Section 1473(2) or (ii) fails to provide certain identifying information regarding each substantial United States owner of the NFFE.

Recently issued guidance by the IRS indicates that these rules generally do not apply to any payments made with respect to a debt obligation outstanding on 1 July 2014 or to the gross proceeds from the disposition of an obligation outstanding as of such date. Even if FATCA and the related information reporting requirements thereunder do not apply to Notes issued prior to 1 July 2014, it is possible that if the Notes are modified by an agreement between the Noteholders and the Issuer after 30 June 2014 in a manner that is "economically significant" for U.S. federal income tax purposes, the Notes could be considered to be deemed exchanged for a "new" debt instrument. In such event, FATCA could then apply to such "new" debt instruments. In addition, if the Issuer issues further Notes pursuant to Condition 18 after 30 June 2014 in respect of Notes issued on or before 30 June 2014 (the "**Original Notes**") other than pursuant to a qualified reopening for U.S. federal income tax purposes, payments on such Original Notes may be subject to reporting and withholding under FATCA.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder's failure to comply with FATCA, none of the Issuer, any paying agent or any other person would pursuant to the conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding of such tax. Each

prospective investor should consult its own tax advisor regarding the potential application of FATCA and related tax or information reporting requirements associated with an investment in the Notes.

**THE U.S. FEDERAL TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A HOLDER'S PARTICULAR SITUATION. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN FEDERAL OR OTHER TAX LAWS.**

## CERTAIN EUROPEAN UNION TAX CONSIDERATIONS

### EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the “**EU Savings Directive**”), Member States are required to provide to the tax authorities of another Member State details of payments of interest and other similar income paid by a person within its jurisdiction (a “**paying agent**”) to or for an individual (or a non-corporate, “**residual entity**”) in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). In April 2013, the Luxembourg government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive 2003/48/EC.

On 24 March 2014, the European Council adopted an EU Council Directive amending and broadening the scope of the requirements described above. In particular, the changes expand the range of payments covered by Directive 2003/48/EC to include certain additional types of income, and widen the range of recipients payments to whom are covered by Directive 2003/48/EC, to include certain other types of entity and legal arrangement. Member States are required to implement national legislation giving effect to these changes by 1 January 2016 (which national legislation must apply from 1 January 2017).

Also, a number of non-EU countries and certain dependent or associated territories of certain Member States have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a “paying agent” within its jurisdiction to or for an individual in a Member State.

### Proposed Financial Transaction Tax

The European Commission has published a proposal for a Directive for a common Financial Transaction Tax (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

Under current proposals, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to Jefferies LLC, Jefferies International Limited and any other dealer appointed from time to time by the Issuer either generally in respect of the Programme or in respect of a particular Tranche of Notes (the “**Dealers**”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in an amended and restated dealer agreement dated 3 May 2013, as supplemented by a supplemental agreement dated 2 May 2014 (as amended and/or supplemented from time to time, the “**Dealer Agreement**”) between the Issuer and the Dealers.

Any agreement for the issue and subscription of Notes will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. Notes of the same Series may be subscribed to at different times and at different prices. Notes may be resold at prices to be agreed with the relevant Dealers. There can be no assurance that the Notes will be resold or that there will be a secondary market for them.

Jefferies LLC and Jefferies International Limited are wholly owned subsidiaries of the Issuer.

### General

Other than with respect to the approval of this Base Prospectus as a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and the admission to trading of the Notes on the regulated market of the Irish Stock Exchange or such stock exchange as may be specified in the relevant Final Terms, no action has been or will be taken by the Issuer or any Dealer in any jurisdiction that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Base Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish the Base Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

Each Dealer will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in or from which it makes any such purchase, offer, sale or delivery. Each Dealer will, to the best of its knowledge and belief, comply with all such laws and regulations.

None of the Issuer, the Fiscal Agent, or any of the Dealers has represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Neither this Base Prospectus nor any Final Terms constitute, nor may be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. The distribution of this Base Prospectus and the offering and sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Base Prospectus comes are required by the Dealers and the Issuer to inform themselves about and to observe any such restrictions.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Final Terms (in the case of a supplement or

modification relevant only to a particular Tranche of Notes) or (in any other case) in a supplement to this document.

### **United States**

The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. person (other than a distributor) except in certain transactions in accordance with Regulation S under the Securities Act.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver the Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, a U.S. person (other than a distributor) and that it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice substantially to the following effect:

“The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing of the offering, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Terms used in the paragraphs above have the meanings given to them by Regulation S under the Securities Act.

### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any

measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

### **United Kingdom**

Each Dealer has represented and agreed that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Ireland**

Each Dealer has represented and agreed that:

- (a) it will not underwrite the issue of, or place, any Notes, otherwise than in conformity with the provisions of the Irish European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3), including without limitation, Regulations 7 and 152 thereof or any codes of conduct used in connection therewith;
- (b) it will not underwrite the issue of, or place, any Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942-1999 (as amended) and any codes of conduct rules made under Section 117(1) thereof;
- (c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of any Notes, otherwise than in conformity with the provisions of the Irish Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued under Section 34 of the Irish Investment Funds, Companies and Miscellaneous Provisions Act 2005 by the Central Bank.

### **France**

Each of the Dealers and the Issuer has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus or any other offering material relating to the Notes, and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) other than individuals, and/or (c) a restricted group of investors (*cercle*

*restreint d'investisseurs*), all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 and D.411-2 of the French *Code monétaire et financier*.

## **Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that it has not offered or sold and will not offer or sell, any Notes in the Republic of Italy to the public.

For the purposes of this provision, the expression “offer of Notes to the public” in Italy means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, including the placement through authorised intermediaries.

Each Dealer has represented and agreed that it will not offer, sell or deliver any Note or distribute copies of any offering materials relating to the Notes in the Republic of Italy except:

- (a) to “Qualified Investors” (*Investitori Qualificati*), as defined in Articles 34-ter, paragraph 1, letter b), of CONSOB Regulation No. 11971 of 14 May 1999 as amended (“**Issuers’ Regulation**”), and in accordance with Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Italian Financial Act**”) or,
- (b) in any other circumstances where an express exemption from compliance with the solicitation restrictions applies, as provided under the Italian Financial Act and Issuers’ Regulation.

Any such offer, sale or delivery of the Notes or any offering materials relating to the Notes in the Republic of Italy must be made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993, as amended, the Italian Financial Act, Issuers’ Regulation, CONSOB Regulation No. 16190, dated 29 October 2007, as amended and any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Any investor purchasing the Notes is solely responsible for ensuring that any offer, sale, delivery or resale of the Notes by such investor occurs in compliance with applicable Italian laws and regulations.

## **Japan**

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

## **Hong Kong**

This Base Prospectus has not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong.

No person may offer or sell in Hong Kong, by means of any document, any Notes other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the Base Prospectus being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance.



No person may issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

## GENERAL INFORMATION

### 1. **Authorisation**

The Programme was authorised by resolutions of the Board of Directors of the Issuer passed on passed on 19 September 2011.

### 2. **Clearing Systems**

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. A Common Code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms relating thereto. If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be specified in the applicable Final Terms.

### 3. **Listing**

This Base Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Directive. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application will be made to the Irish Stock Exchange for the Notes issued under the programme to be admitted to the Official list and trading on its regulated market.

Notes may be issued pursuant to the Programme which will not be admitted to listing, trading and/or quotation by the Irish Stock Exchange or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Programme and is not itself seeking admission of the Notes to trading on the regulated market of the Irish Stock Exchange.

### 4. **Significant Change and Material Adverse Change**

Since 28 February 2014 there has been no significant change in the financial or trading position of the Issuer and its subsidiaries taken as a whole.

There has been no material adverse change in the prospects of the Issuer and its subsidiaries taken as a whole since 30 November 2013.

### 5. **Litigation**

The Issuer and its subsidiaries have not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus, which may have, or have had in such period, a significant effect on the financial position or profitability of the Issuer and its subsidiaries, taken as a whole.

### 6. **Available Information**

For the life of the Base Prospectus, physical copies of the following documents may be inspected during normal business hours at the Specified Office of the Fiscal Agent in London, 13th Floor, Citigroup Centre, Canada Square, London E14 5LB, United Kingdom:

- (a) the Amended and Restated Certificate of Incorporation of the Issuer and the Bylaws of the Issuer, as amended and restated;
- (b) the Agency Agreement;

- (c) the Dealer Agreement;
- (d) the Deed of Covenant;
- (e) copies of this Base Prospectus and the documents incorporated herein (including the financial statements incorporated by reference herein), any supplements to this Base Prospectus and any Final Terms, however, copies of the Final Terms for any Notes which are not listed will only be available upon proof satisfactory to the Fiscal Agent as to ownership of such Notes.

#### **7. Independent Registered Public Accounting Firm**

The consolidated statements of financial condition as of 30 November 2012, and the related consolidated statements of earnings, comprehensive income, changes in stockholders' equity, and cash flows for the years ended 30 November 2012 and 2011, which are incorporated by reference in this Base Prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm with respect to the Issuer within the meaning of the applicable rules and regulations adopted by the SEC and the Public Company Accounting Oversight Board (United States), as stated in their report thereon, which is also incorporated by reference in this Base Prospectus.

Deloitte & Touche LLP is a member of the American Institute of Certified Public Accountants and is registered with the Public Company Accounting Oversight Board (United States). Deloitte & Touche LLP has its principal business office at 30 Rockefeller Plaza, New York, NY 10112-0015.

On 25 April 2013, the Audit Committee of the Issuer's Board of Directors approved the engagement of PricewaterhouseCoopers LLP as its independent registered public accounting firm. This determination followed the determination by the Audit Committee of Leucadia to continue PricewaterhouseCoopers LLP as its independent registered public accounting firm for the audit of its consolidated financial statements for the year ending 31 December 2013. PricewaterhouseCoopers LLP has been Leucadia's independent registered public accounting firm for over 50 years. In connection with its selection of PricewaterhouseCoopers LLP, the Issuer's Audit Committee approved the dismissal of Deloitte & Touche LLP, and on 25 April 2013, Deloitte was advised of its dismissal. Further detail regarding the appointment of PricewaterhouseCoopers LLP is set out in the Issuer's current report on Form 8-K as filed with the SEC on 26 April 2013.

The consolidated statements of earnings, comprehensive income, changes in equity and cash flows for the period from 1 December 2012 through 28 February 2013 and the consolidated statement of financial condition as of 30 November 2013 and the related consolidated statements of earnings, comprehensive income, changes in equity, and cash flows for the period 1 March 2013 through 30 November 2013, which are incorporated by reference in this Base Prospectus have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm with respect to the Issuer within the meaning of the applicable rules and regulations adopted by the SEC and the Public Company Accounting Oversight Board (United States), as stated in their report thereon, which is also incorporated by reference in this Base Prospectus.

PricewaterhouseCoopers LLP is a member of the American Institute of Certified Public Accountants and is registered with the Public Company Accounting Oversight Board (United States). PricewaterhouseCoopers LLP has its principal business office at 300 Madison Ave, New York, NY 10017.

**THE ISSUER**

**Jefferies Group LLC**  
520 Madison Avenue  
New York, New York 10022  
United States

**ARRANGERS AND DEALERS**

**Jefferies International Limited**

Vintners Place  
68 Upper Thames Street  
London EC4V 3BJ  
England

**Jefferies LLC**

520 Madison Avenue  
New York, New York 10022  
United States

**FISCAL AGENT AND PAYING AGENT**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
England

**REGISTRAR AND TRANSFER AGENT**

**Citigroup Global Markets**

**Deutschland AG**  
Frankfurter Welle  
Reuterweg 16  
60323 Frankfurt am Main  
Germany

**IRISH LISTING AGENT**

**Arthur Cox Listing Services Limited**

Earlsfort Centre  
Earlsfort Terrace  
Dublin 2  
Ireland

**LEGAL ADVISER**

*To the Issuer as to English law*

**White & Case LLP**

5 Old Broad Street  
London EC2N 1DW  
England

**INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM TO THE ISSUER**

**PricewaterhouseCoopers LLP**

300 Madison Ave  
New York, NY 10017  
United States