

MF Global Holdings Ltd.  
Form 424B2  
August 02, 2011  
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Filed Pursuant to Rule 424(b)(2)  
Registration No. 333-162119

**The information in this preliminary prospectus supplement is not complete and may be changed. A registration statement relating to the securities has become effective under the Securities Act of 1933. This preliminary prospectus supplement and the accompanying prospectus are not offers to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

SUBJECT TO COMPLETION, DATED AUGUST 2, 2011

**PROSPECTUS SUPPLEMENT**

(to Prospectus dated February 24, 2010)

\$

**MF Global Holdings Ltd.**

**Senior Notes due 2016**

**Offering Price: %**

We are offering \$ in aggregate principal amount of % Senior Notes due 2016 (the notes ).

*Maturity* , 2016.

*Interest* The notes have a fixed annual interest rate of %, which will be paid every six months on and . The interest rate is subject to adjustment upon certain rating agency adjustments and upon a key man event as described under Description of Notes Interest Rate Adjustments .

*Ranking* The notes will be our senior unsecured obligations and will rank equal in right of payment with any of our existing and future senior unsecured and unsubordinated indebtedness, including our 1.875% Convertible Senior Notes due 2016, our 9.00% Convertible Senior Notes due 2038, our 3.375% Convertible Senior Notes due 2018, amounts outstanding under our liquidity facility (as defined herein) and the guarantee of MF Global Holdings Ltd. under the secured credit facility (as defined herein). The notes will rank senior in right of payment to any of our future indebtedness that is expressly subordinated to the notes. The notes will be effectively subordinated to all of our existing and future secured indebtedness, to the extent of the value of the assets securing such indebtedness. The notes are structurally subordinated to all existing and future indebtedness (including trade payables) of our subsidiaries and amounts outstanding under the secured credit facility.

*Optional Redemption* We may redeem the notes in whole or in part at any time at our option at a redemption price equal to 100% of the principal amount of the notes being redeemed plus a make-whole premium, if any, together with accrued and unpaid interest to the redemption date.

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*Mandatory Offer to Repurchase* Upon the occurrence of a change of control triggering event, we must offer to repurchase the notes at a price equal to 101% of their principal amount plus accrued and unpaid interest, if any, to, but not including, the date of purchase.

The notes will not be listed on any national securities exchange. Currently there is no public market for the notes.

Investing in the notes involves a high degree of risk. Please read **Risk Factors** beginning on page S-8 of this prospectus supplement, on page 6 of the accompanying prospectus and in the documents incorporated by reference into this prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	PUBLIC OFFERING PRICE		UNDERWRITING DISCOUNT		PROCEEDS, BEFORE EXPENSES, TO US
Per note	(1)	%		%	%
Total	\$		\$		\$
(1) Plus accrued interest, if any, from	, 2011, to the date of delivery.				

The underwriters expect to deliver the notes on , 2011.

*Sole Book-Running Manager*

**Jefferies**

*Co-Managers*

Prospectus Supplement dated August , 2011

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**We are responsible for the information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus, and in any free writing prospectus we may authorize to be delivered to you. We have not, and the underwriters have not, authorized anyone to give you any other information, and take no responsibility for any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.**

**You should not assume that the information contained in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference or any free writing prospectus we may authorize to be delivered to you is accurate as of any date other than the dates thereon. Our business, financial condition, results of operations and prospects may have changed since those dates.**

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This prospectus supplement is a supplement to the accompanying base prospectus (the accompanying prospectus), which is also a part of this document. This prospectus supplement and the accompanying prospectus are part of a registration statement that we filed with the Securities and Exchange Commission, or SEC, using a shelf registration process. In this prospectus supplement, we provide you with specific terms of this offering. This prospectus supplement may add, update or change information contained in the accompanying prospectus. To the extent that any statement made in this prospectus supplement is inconsistent with a statement made in the accompanying prospectus or any previously filed documents incorporated by reference, the statements made in the accompanying prospectus or any previously filed documents incorporated by reference are deemed modified or superseded by the statements made in this prospectus supplement. You should read both this prospectus supplement and the accompanying prospectus together with the additional information described below under the heading Where You Can Find Additional Information.

In this prospectus supplement and the accompanying prospectus, references to we, our or us mean MF Global Holdings Ltd., a Delaware corporation, and its consolidated subsidiaries, except as otherwise noted or the context otherwise requires, and references to MF Global mean MF Global Holdings Ltd. and do not include its consolidated subsidiaries.

**WHERE YOU CAN FIND ADDITIONAL INFORMATION**

We are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public through the SEC's Internet site at <http://www.sec.gov>.

We have filed with the SEC a registration statement on Form S-3 relating to the securities covered by this prospectus supplement. This prospectus supplement and the accompanying prospectus are part of the registration statement and do not contain all of the information in the registration statement. Whenever a reference is made in this prospectus supplement or the accompanying prospectus to a contract or other document of ours, please be aware that the reference is only a summary and that you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's Internet site.

**INCORPORATION OF CERTAIN INFORMATION BY REFERENCE**

The SEC's rules allow us to incorporate by reference information into this prospectus supplement and the accompanying prospectus. This means that we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this prospectus supplement and the accompanying prospectus from the date we file that document. Any reports filed by us with the SEC on or after the date of this prospectus supplement and before the date that the offering of the securities by means of this prospectus supplement is terminated will automatically update and, where applicable, supersede any information contained in this prospectus supplement or the accompanying prospectus or incorporated by reference herein or therein.

We incorporate by reference into this prospectus supplement the following documents or information filed by us with the SEC:

- (1) Our Annual Report on Form 10-K for the fiscal year ended March 31, 2011, filed on May 20, 2011;
- (2) Our Current Reports on Form 8-K, filed on June 17, 2011 and July 28, 2011;

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(3) Our Definitive Proxy Statement on Schedule 14A for the Annual Shareholders Meeting on August 11, 2011, filed on July 7, 2011; and

(4) All documents filed by us under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), on or after the date of this prospectus supplement and before the termination of this offering.

Notwithstanding the foregoing, we are not incorporating by reference any information furnished (but not filed) under Item 2.02 or Item 7.01 of any Current Report on Form 8-K, including the related exhibits, nor any documents or other information that is deemed to have been furnished and not filed with the SEC.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus supplement is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus supplement excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. You can request those documents from Investor Relations, 717 Fifth Avenue, New York, New York 10022, telephone 1-800-596-0523, and email investorrelations@mfglobal.com.

**FORWARD-LOOKING STATEMENTS**

We have included or incorporated by reference in this prospectus supplement statements that may constitute forward-looking statements. You can identify forward-looking statements by terminology such as may, will, should, could, would, targets, goal, expect, intend, plan, believe, estimate, predict, potential, continue, or the negative of these terms or other comparable terminology. These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from those expressed or implied by these forward-looking statements. There are important factors that could cause our actual results, levels of activity, performance or achievements to differ materially from the results, levels of activity, performance or achievements expressed or implied by the forward-looking statements. In particular, you should consider the risks and uncertainties described under Risk Factors. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We caution you not to place undue reliance on these forward-looking statements. Forward-looking statements in this prospectus supplement include, but are not limited to, statements about:

- n expectations regarding the business environment in which we operate and the trends in our industry, such as changes in trading volumes and interest rates;
- n our liquidity requirements and our ability to obtain access to necessary liquidity;
- n our ability to execute our business strategy and strategic plan;
- n our planned transition of our business from a broker into a commodities and capital markets focused investment bank;
- n fluctuations in interest rates and currency exchange rates and their possible effects on our business;
- n our ability to continue to provide value-added brokerage services;
- n our ability to maintain trading volumes and market share;

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- n our ability to continue to diversify our service offerings;
- n our ability to pursue opportunities to improve operating margins or profitability;
- n our ability to expand our business in existing or new geographic regions;
- n our ability to continue to expand our business through acquisitions or organic growth;
- n the effects of pricing and other competitive pressures on our business as well as our perceptions regarding our business competitive position;
- n our accuracy regarding our expectations of our revenues and various costs and of expected cost savings;

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- n the timing of, and our ability to, return to profitability;
- n our exposure to client and counterparty default risks as well as the effectiveness of our risk management;
- n our exposure to market, issuer default and other risks from our principal transactions;
- n our exposures to credit, counterparty and concentration risk;
- n our ability to maintain our credit rating and the effects that changes to our credit rating would have on our business and operations;
- n our ability to retain existing clients and attract new ones;
- n our ability to retain our management team and other key employees;
- n the likelihood of success in, and the impact of, litigation or other legal or regulatory challenges involving our business;
- n the impact of any changes in domestic and foreign regulations or government policy, including any changes or reviews of previously issued regulations and policies;
- n changes in exchange membership requirements;
- n changes in our taxes and tax rate;
- n our ability to maintain our existing technology systems and to keep pace with rapid technological developments;
- n the effects of financial reform legislation and related rule making of regulatory agencies;
- n our expectations regarding the use of the net proceeds from this offering; and

We caution that you should not place undue reliance on any of our forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us. Except as required by law, we have no duty to, and do not intend to, update or revise the forward-looking statements in this prospectus supplement after the date of this prospectus supplement.

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**SUMMARY**

*The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information included elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus. Because this is a summary, it may not contain all the information you should consider before deciding whether to purchase the notes. You should read this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein carefully, including the section entitled "Risk Factors" herein and in our Annual Report on Form 10-K for the fiscal year ended March 31, 2011 (the "Annual Report"), before making an investment decision.*

**MF Global Holdings Ltd.**

We are one of the world's leading brokers in markets for commodities and listed derivatives. We provide access to more than 70 exchanges globally and are a leader by volume on many of the world's largest derivatives exchanges. We are also an active broker-dealer in markets for commodities, fixed income securities, equities, and foreign exchange. We are one of 20 primary dealers authorized to trade U.S. government securities with the Federal Reserve Bank of New York. In addition to executing client transactions, we provide research and market commentary to help clients make trading decisions, as well as providing clearing and settlement services. We are also active in providing client financing and securities lending services.

We are headquartered in the United States, and have operations globally, including in the United Kingdom, Australia, Singapore, India, Canada, Hong Kong, and Japan. Our priority is serving the needs of our diversified global client base, which includes a wide range of institutional asset managers and hedge funds, professional traders, corporations, sovereign entities, and financial institutions. We also offer a range of services for individual traders and introducing brokers.

As of June 30, 2011, we had 2,857 employees. We have organized our business on a global basis to offer clients an extensive array of products across a broad range of markets and geographies. We seek to tailor our offerings from market to market to meet the demands of our clients by providing the most compelling products and services possible, while remaining within the regulations of a particular jurisdiction.

We derive revenues from three main sources: (i) commissions generated from execution and clearing services; (ii) principal transactions revenue, generated both from client facilitation and proprietary activities, and (iii) net interest income from cash balances in client accounts maintained to meet margin requirements, as well as interest related to our collateralized financing arrangements and principal transactions activities.

We have recently announced a new strategic direction for MF Global. Under our new strategic plan, we intend to transform our business from a broker to a commodities and capital markets focused investment bank during the next three to five years. For more information on this plan of development and the associated risks, see our Annual Report, which is incorporated herein by reference.

Our principal executive offices are located at 717 Fifth Avenue, New York, New York 10022, and our telephone number is (212) 589-6200. Our registered office is located in the State of Delaware at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. Our website can be accessed at [www.mfglobal.com](http://www.mfglobal.com). The contents of our website are not part of this prospectus supplement.

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**RECENT DEVELOPMENTS**

On July 28, 2011, we announced the pricing of an underwritten public offering of \$325 million aggregate principal amount of 3.375% Convertible Senior Notes due August 1, 2018 (the 2018 Convertible Senior Notes ). We also granted the underwriters in that offering a 30-day option to purchase up to an additional \$45 million aggregate principal amount of 2018 Convertible Senior Notes. The offering for the 2018 Convertible Senior Notes is expected to close on August 2, 2011, subject to customary closing conditions.

We intend to use a portion of the net proceeds from the offering of the 2018 Convertible Senior Notes to fund the cost of the convertible note hedge transactions that we entered into in connection with such offering (after such cost is partially offset by the proceeds that we will receive from warrant transactions that we simultaneously entered into). In addition, we agreed to repurchase approximately \$109.1 million aggregate principal amount of our outstanding 9% convertible senior notes due 2038 (the 2038 Convertible Senior Notes ) from a limited number of holders of such notes in privately-negotiated transactions, which are conditioned upon the closing of the offering of the 2018 Convertible Senior Notes. We intend to use approximately \$130.6 of the net proceeds from the offering of the 2018 Convertible Senior Notes to complete such repurchases and to pay all related fees and expenses. If we do not complete the offering of the 2018 Convertible Senior Notes, we will not repurchase the 2038 Convertible Notes. We intend to use any remaining net proceeds from the 2018 Convertible Senior Notes offering for general corporate purposes, and may use a portion of such remaining proceeds to repay amounts under our \$1.2 billion unsecured, committed revolving credit facility, which we refer to as our liquidity facility.

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**OFFERING SUMMARY**

*The following summary is provided solely for your convenience and is not intended to be complete. You should read the full text and more specific details contained elsewhere in this prospectus supplement and the accompanying prospectus. For a more detailed description of the notes, see Description of Notes in this prospectus supplement and Description of Debt Securities in the accompanying prospectus. In this section, we, us and our refer only to MF Global Holdings Ltd. and not to any of our subsidiaries.*

Issuer MF Global Holdings Ltd., a Delaware corporation.

Securities Offered \$ aggregate principal amount of % Senior Notes due 2016.

Maturity Date , 2016 unless earlier redeemed or repurchased.

Interest % per year. Interest will accrue from the date of issuance (which is scheduled for August , 2011) or from the most recent date to which interest has been paid or duly provided for, and will be payable semiannually in arrears on and of each year, beginning on , 2012.

Interest Rate Adjustments Rating Agency Adjustments

The interest rate applicable to the notes will be subject to adjustment from time to time if the debt rating applicable to the notes is downgraded under the circumstances described under the heading Description of Notes Interest Rate Adjustments Rating Agency Adjustments.

**Key Man Event**

In addition, the interest rate applicable to the notes will be subject to an increase of 1.00% upon the departure of Mr. Corzine as our full time chief executive officer due to his appointment to a federal position by the President of the United States and confirmation of that appointment by the United States Senate prior to July 1, 2013, as described further under the heading Description of Notes Interest Rate Adjustments Key Man Event.

These adjustments will no longer be applicable if the notes are rated above certain ratings thresholds. See Description of Notes Interest Rate Adjustments.

Ranking The notes will be our senior unsecured obligations and will rank:

n senior in right of payment to any future indebtedness we may have that is expressly subordinated in right of payment to the notes;

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- <sup>n</sup> equal in right of payment to our existing and future unsecured indebtedness that is not so subordinated, including our 2038 Convertible Senior Notes, our 1.875% Convertible Senior Notes due 2016 (the 2016 Convertible Senior Notes ), our 2018 Convertible Senior Notes, amounts outstanding under our liquidity facility and the guarantee of MF Global Holding Ltd. under a secured, revolving credit facility (which we refer to as the secured credit facility ) entered into by our subsidiary MF Global Inc.;
  
- <sup>n</sup> effectively subordinated to any of our existing and future secured indebtedness, to the extent of the value of the assets securing such indebtedness; and

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n structurally subordinated to all existing and future indebtedness (including trade payables) of our subsidiaries, amounts outstanding under the secured credit facility, as well as to any of our existing or future indebtedness that may be guaranteed by any of our subsidiaries (to the extent of any such guarantee, including the guarantees of our subsidiaries under the liquidity facility and the secured credit facility).

As of June 30, 2011, after giving effect to the assumed issuance of \$325 million aggregate principal amount of our 2018 Convertible Notes (including the debt discount associated with such notes but excluding the underwriters' \$45 million option) and the use of a portion of the net proceeds to repurchase approximately \$109.1 million of our 2038 Convertible Senior Notes, our total consolidated indebtedness (excluding trade payables, as defined under Description of the Notes Ranking ) was \$1 billion, none of which was secured indebtedness and \$24.1 million of which was indebtedness of our subsidiaries to third parties (excluding trade payables and the guarantees of our subsidiaries under the liquidity facility and secured credit facility). After giving further effect to the issuance of the notes and the use of net proceeds therefrom, our total consolidated indebtedness at such date would have been \$ million (excluding trade payables). See Capitalization.

The indenture governing the notes will not limit the amount of debt that we or our subsidiaries may incur.

No Guarantees

The notes will not be guaranteed by any of our subsidiaries.

Sinking Fund

None.

Optional Redemption

We may redeem the notes, in whole or in part, at any time at our option. See Description of Notes Optional Redemption.

Change of Control Repurchase Event

Upon the occurrence of a Change of Control Repurchase Event (as defined herein), we will be required to make an offer to purchase the notes at a price equal to 101% of their principal amount plus accrued and unpaid interest, if any, to, but not including, the date of purchase. See Description of Notes Purchase of Notes upon a Change of Control Repurchase Event.

Certain Covenants

The indenture governing the notes contains covenants limiting our ability and our subsidiaries' ability to:

n create certain liens; and

n consolidate, amalgamate or merge with, or convey, transfer or lease all or substantially all of our assets to, another person, unless the successor assumes our obligations on the notes.

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Each of these covenants is subject to a number of significant exceptions. You should read Description of Notes Certain Covenants for a description of these covenants.

### Further Issuances

We may create and issue additional notes, from time to time, ranking equally with the notes initially offered in this offering and otherwise similar in all respects (other than the issue date, public offering

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price and, if applicable, the payment of interest accruing prior to the issue date of such additional notes and the first payment of interest following the issue date of such additional notes). Any additional notes would be consolidated and form a single series with the notes.

Use of Proceeds

We estimate that the net proceeds from this offering will be approximately \$ million, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use at least \$100 million of the net proceeds of this offering to repay outstanding indebtedness under our liquidity facility. We expect to use the remainder of the net proceeds for general corporate purposes, including, without limitation, as working capital for our broker-dealer subsidiaries. See Use of Proceeds.

Book-Entry Form

The notes will be issued only in book-entry form and will be represented by one or more permanent global certificates deposited with, or on behalf of, The Depository Trust Company, which we refer to as DTC, and registered in the name of a nominee of DTC. Beneficial interests in any of the notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except in limited circumstances.

Absence of a Public Market for the Notes

Prior to this offering, there was no public market for the notes, and we do not intend to list the notes on any national securities exchange. If no active trading market develops, you may not be able to resell your notes at their fair market value or at all. Future trading prices of the notes will depend on many factors, including prevailing interest rates, our operating results and the market for similar securities. We have been informed by the representative of the underwriters that certain underwriters currently intend to make a market in the notes after this offering is completed. However, such underwriters are not obligated to do so, and they may cease their market-making at any time and without notice.

Trustee and Paying Agent

Deutsche Bank Trust Company Americas.

Governing Law

New York

Conflicts of Interest

Affiliates of certain of the underwriters of this offering may receive 5% or more of the net proceeds of this offering by reason of the repayment of outstanding indebtedness under our liquidity facility. Accordingly, those underwriters may have a conflict of interest within the meaning of FINRA Rule 5121, and this offering will be conducted pursuant to the requirements of that rule. See Underwriting (Conflicts of Interest) Conflicts of Interest.

Risk Factors

Investing in the notes involves risks. Before investing in the notes, you should carefully read and consider the information set forth in the section of this prospectus supplement entitled Risk Factors and in the documents incorporated by reference herein.





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The following tables present certain selected financial data for our business as of the dates and for the periods indicated. The summary historical statement of operations data for the three months ended June 30, 2011 and 2010 and balance sheet data as of June 30, 2011 and 2010 have been derived from our historical unaudited consolidated financial statements included in our Current Report on Form 8-K filed on July 28, 2011 (the July Current Report), which is incorporated herein by reference. We have prepared the unaudited consolidated interim financial information set forth below on the same basis as our audited consolidated financial statements, and have included all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair presentation of our financial position and operating results for such periods. The interim results set forth below are not necessarily indicative of results for the fiscal year ending March 31, 2012 or for any other period. The summary historical statement of operations data for the fiscal years ended March 31, 2011, 2010 and 2009 and balance sheet data as of March 31, 2011 and 2010 have been derived from our historical audited consolidated financial statements included in our Annual Report, which is incorporated herein by reference. The selected historical statement of operations data for the fiscal years ended March 31, 2008 and 2007 and balance sheet data as of March 31, 2009, 2008 and 2007 presented in this table have been derived from Item 6 of our Annual Report.

Our historical results are not necessarily indicative of future operating results. These tables should be read in conjunction with, and are qualified in their entirety by reference to, our consolidated financial statements and related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report, as well as the information in the July Current Report, both of which are incorporated by reference.

	THREE MONTHS ENDED JUNE 30,			YEAR ENDED MARCH 31,			
	2011	2010	2011	2010	2009	2008	2007 <sup>(1)</sup>
	(unaudited)			(in millions, except per share data)			
<b>Statement of Operations Revenues</b>							
Commissions	\$ 364.7	\$ 376.6	\$ 1,433.9	\$ 1,386.0	\$ 1,642.4	\$ 2,014.8	\$ 1,666.5
Principal transactions	116.8	66.3	243.2	151.0	280.1	283.7	313.6
Interest income	112.2	114.2	516.5	415.3	816.6	3,440.0	4,010.1
Other	7.5	11.9	39.9	42.4	112.4	54.1	37.8
Total revenues	611.24	569.1	2,233.6	1,994.7	2,851.6	5,792.6	6,028.0
<b>Interest and transaction-based expenses:</b>							
Interest expense	41.6	45.4	229.7	137.3	431.9	2,937.9	3,673.0
Execution and clearing fees	186.5	175.2	681.1	601.8	741.0	927.4	700.4
Sales commissions	68.7	59.0	253.7	240.6	252.0	291.0	275.9
Total interest and transaction-based expenses	296.7	279.7	1,164.5	979.7	1,424.9	4,156.2	4,649.3
<b>Revenues, net of interest and transaction-based expenses</b>	<b>314.5</b>	<b>289.4</b>	<b>1,069.1</b>	<b>1,015.0</b>	<b>1,426.7</b>	<b>1,636.3</b>	<b>1,378.7</b>
<b>Expenses</b>							
Employee compensation and benefits (excluding non-recurring IPO awards)	171.1	155.4	620.7	668.4	787.6	889.5	833.9
Employee compensation related to non-recurring IPO awards		8.6	12.4	31.8	44.8	59.1	
Communications and technology	39.1	31.4	134.4	118.6	122.6	118.7	102.2
Occupancy and equipment costs	16.0	11.1	51.2	39.4	44.8	35.6	29.8
Depreciation and amortization	10.3	10.5	44.4	55.1	57.8	54.8	46.8
Professional fees	24.0	18.1	75.2	85.6	97.9	80.7	50.3
General and other	22.1	19.5	117.2	115.7	102.5	109.6	97.4
PAAF legal settlement						76.8	
Broker related loss						141.0	
IPO-related costs				0.9	23.1	56.1	33.5
Restructuring charges	2.1	9.8	25.5				

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Impairment of intangible assets and goodwill	.7	.8	19.8	54.0	82.0		
<b>Total other expenses</b>	285.4	265.3	1,101.0	1,169.5	1,363.1	1,624.6	1,193.9
Gains on exchange seats and shares	2.2	2.0	2.7	8.5	15.1	79.5	126.7
Net gain on settlement of legal proceeding							21.9
Loss on extinguishment of debt			4.1	9.7		18.3	
Interest on borrowings	13.8	9.5	42.9	39.7	68.6	69.3	43.8
<b>(Loss)/income before provision for income taxes</b>	17.6	16.6	(76.3)	(195.4)	9.9	3.6	289.7
Provision/(benefit) for income taxes	4.8	8.1	5.2	(56.3)	41.9	66.6	100.0

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	THREE MONTHS ENDED JUNE 30,		2011	YEAR ENDED MARCH 31,			2007 <sup>(1)</sup>
	2011 (unaudited)	2010		2010	2009	2008	
Equity in income/(loss) of unconsolidated companies (net of tax)	.8	.6	2.7	3.8	(16.2)	(1.7)	0.1
<b>Net (loss)/income</b>	13.6	9.1	(78.8)	(135.3)	(48.1)	(64.7)	189.7
Net income attributable to noncontrolling interest (net of tax)	.3	.2	2.4	1.7	1.0	4.9	1.7
<b>Net (loss)/income attributable to MF Global Holdings Ltd.</b>	\$ 13.3	\$ 8.8	\$ (81.2)	\$ (137.0)	\$ (49.1)	\$ (69.5)	\$ 188.0
Weighted average number of basic shares outstanding <sup>(2)</sup>	164,272,690	130,196,655	154,405,951	123,222,780	121,183,447	115,027,797	103,726,453
Weighted average number of diluted shares outstanding <sup>(2)</sup>	164,293,357	133,999,818	154,405,951	123,222,780	121,183,447	115,027,797	103,726,453
Basic (loss)/earnings per share <sup>(3)</sup>	\$ 0.05	\$ 0.01	\$ (1.00)	\$ (1.36)	\$ (0.58)	\$ (0.60)	\$ 1.81
Diluted (loss)/earnings per share <sup>(3)</sup>	\$ 0.05	\$ 0.01	\$ (1.00)	\$ (1.36)	\$ (0.58)	\$ (0.60)	\$ 1.81
Dividends declared per share <sup>(4)</sup>	\$	\$	\$	\$	\$	\$ 0.01	\$ 0.03
<b>Balance Sheet Data</b>							
Total assets	\$ 45,929.7	\$ 47,850.7	\$ 40,541.6	\$ 50,966.1	\$ 38,835.6	\$ 49,254.9	\$ 51,670.3
Long-term borrowings	\$ 417.2	\$ 199.8	\$ 414.1	\$ 499.4	\$ 938.0	\$	\$ 594.6

(1) Prior to July 1, 2007 our financial statements were prepared on a combined basis in conformity with U.S. GAAP as if we had existed on a stand-alone basis. The combined financial statements were carved out from Man Group plc and include our accounts and our majority and wholly owned subsidiaries, in each case using the historical basis of accounting for the results of operations and assets and liabilities of the respective businesses.

(2) The weighted average number of shares of common stock outstanding for periods prior to the reorganization and separation is calculated using the number of shares of common stock outstanding immediately following the reorganization and separation.

(3) Net earnings per share for fiscal 2007 is calculated by dividing historical net income by the weighted average number of shares of common stock outstanding (basic and diluted) during fiscal 2007.

(4) These dividends were paid to Man Group plc when we were wholly owned by Man Group plc and are not indicative of future dividends. We currently do not expect to pay any cash dividends on our shares of common stock in the foreseeable future. Dividends declared per share is calculated by dividing dividends paid to Man Group plc by the number of shares of common stock outstanding (basic) during fiscal 2008 and fiscal 2007.

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**RISK FACTORS**

*Any investment in the notes involves a high degree of risk. You should carefully consider, among other things, the matters discussed under Risk Factors in our Annual Report, the risks set forth herein, as well as the other information incorporated by reference in this prospectus supplement. The risks and uncertainties described herein and in our Annual Report are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of the following risks actually occur, our business, financial condition and results of operations could suffer. As a result, the trading price of the notes could decline, perhaps significantly, and you could lose all or part of your investment. The risks discussed herein as well as in our Annual Report that is incorporated herein by reference also include forward-looking statements and our actual results may differ substantially from those discussed in these forward-looking statements. See Forward-Looking Statements.*

*The risks described below focus on risks related to the notes, whereas the risks described in the documents referenced above focus on risks related to our business and industry, our capital needs and financial position, regulation and litigation and our operations and technology.*

**Risks Related to the Notes and to this Offering**

***Factors that adversely affect the business, operations or financial condition of MF Global could also adversely affect an investment in the notes.***

The cash available to us to pay our debt, including the notes, could be adversely affected. This could occur, for example, if our revenues declined or our expenses increased relative to our revenues. In addition, we may be unable to raise the funds needed to pay our obligations if our ability to borrow in the credit markets were impaired, either because of a general disruption in those markets or because of a decline in our credit rating due to events affecting our financial position in particular or our industry generally.

Similarly, our available cash could be adversely affected if we were unable to sell securities or other assets we hold as needed or if we were unable to obtain sufficient funds from our subsidiaries because of regulatory restrictions or financial problems affecting them. Moreover, our liquidity facility is an important source of funds to us and if we are unable to comply with its various covenants and financial ratios at a time when we need cash, we would be unable to borrow under the facility. Any significant and sustained reduction in the cash available to us could adversely affect our ability to meet our payment obligations on our debt, including the notes, in a timely manner.

***The definition of a Change of Control requiring us to repurchase the notes is limited, so that the market price of the notes may decline if we enter into a transaction that is not a Change of Control under the indenture governing the notes.***

The term *Change of Control* (as used in the notes) is limited in terms of its scope and does not include every event that might cause the market price of the notes to decline. Furthermore, we are required to repurchase notes upon a Change of Control only if, as a result of such Change of Control, such notes receive a reduction in rating below investment grade. As a result, our obligation to repurchase the notes upon the occurrence of a Change of Control is limited and may not preserve the value of the notes in the event of a highly leveraged transaction, reorganization, merger or similar transaction.

***Credit ratings may not reflect all risks and changes in such ratings could adversely affect the value of the notes.***

Moody's, Fitch and S&P have assigned credit ratings to the notes. The ratings may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the notes. In addition, the rating agencies that provide the credit ratings assigned to the notes or our long-term debt could withdraw or lower their ratings or could place us on credit watch with negative implications. If that were to occur, the market value of the notes could fall. In addition, the number of potential investors who might be willing to purchase the notes, even at a lower price, could decrease, thereby impairing your ability to sell the notes in any trading market for the notes that may develop.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time. Each rating should be evaluated independently of any other rating.

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***The claims of holders of the notes will be structurally subordinated to claims of creditors of our subsidiaries because our subsidiaries will not guarantee the notes. In addition, we are a holding company with minimal independent operations. Our ability to repay our debt, including the notes, depends on the performance of our subsidiaries and their ability to make distributions to us.***

The notes will not be guaranteed by any of our subsidiaries. Accordingly, none of our subsidiaries is obligated to pay any amounts due pursuant to the notes, or to make any funds available therefor. Consequently, claims of holders of the notes will be structurally subordinated to the claims of creditors of these subsidiaries, including trade creditors. As a result, in the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, such subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us.

As a holding company, substantially all of our business is conducted through our subsidiaries, which are separate and distinct legal entities. Therefore, our ability to service our indebtedness, including the notes, is dependent on the earnings and the distribution of funds (whether by dividend, distribution or loan) from our subsidiaries. None of our subsidiaries is obligated to make funds available to us for payment on the notes. We cannot assure you that the agreements governing the existing and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the notes when due. In addition, any payment of dividends, distributions or loans to us by our subsidiaries could be subject to restrictions on dividends or repatriation of earnings under applicable local law and monetary transfer restrictions in the jurisdictions in which our subsidiaries operate. Moreover, certain of our subsidiaries may be prohibited from making payments to us unless they meet certain regulatory capital requirements, which they may or may not be able to meet during the term of the notes. Furthermore, MF Global Holdings Ltd. guarantees many of the obligations of its subsidiaries and such guarantees may require us to provide substantial funds or assets to our subsidiaries, or their creditors at a time when MF Global needs liquidity to fund its own obligations, such as the notes.

As of June 30, 2011, the notes would have been structurally subordinated to \$24.1 million of indebtedness and other liabilities of our subsidiaries to third parties, as well as to the guarantees of our subsidiaries under the liquidity facility and the secured credit facility and to trade payables of our subsidiaries, which include, for example, securities sold under repurchase agreements, securities sold, not yet purchased, obligations to return securities borrowed and securities loaned. Our subsidiaries generated 91.5% of our consolidated revenues, net of interest and transaction-based expenses, in the fiscal quarter ended June 30, 2011 and held 85.8% of our consolidated assets as of June 30, 2011.

***Our substantial indebtedness could adversely affect our business, financial condition or results of operations and prevent us from fulfilling our obligations under the notes.***

We currently have and, after this offering, will continue to have a significant amount of indebtedness. As of June 30, 2011, after giving effect to the assumed issuance of \$325 million aggregate principal amount of our 2018 Convertible Senior Notes (including the debt discount associated with such notes but excluding the underwriters' \$45 million option) and the use of proceeds therefrom to repurchase approximately \$109.1 million of our 2038 Convertible Senior Notes, as described under **Summary Recent Developments**, our total consolidated indebtedness would have been \$1 billion (excluding trade payables and the guarantees of our subsidiaries under the liquidity facility and secured credit facility). This substantial level of indebtedness increases the risk that we may be unable to generate enough cash to pay amounts due in respect of our indebtedness, including the notes.

Our substantial indebtedness could have important consequences to you and significant effects on our business. For example, it could:

- n make it more difficult for us to satisfy our obligations with respect to the notes;
- n increase our vulnerability to general adverse economic and industry conditions;
- n require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, our strategic growth initiatives and development efforts and other general corporate purposes;
- n limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;

n restrict us from exploiting business opportunities;

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- n place us at a competitive disadvantage compared to our competitors that have less indebtedness;
- n limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business strategy or other general corporate purposes; and
- n result in lower credit ratings or a negative outlook, which could adversely affect the market value of the notes.

In addition, the credit agreements governing our liquidity facility and secured credit facility, and the agreements that may govern any future indebtedness that we may incur may contain, financial and other restrictive covenants that will limit our ability to engage in activities that may be in our long-term best interests. Our failure to comply with those covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all of our debts.

***Despite our substantial current indebtedness, we and our subsidiaries may still be able to incur substantially more indebtedness. This could further exacerbate the risks associated with our substantial leverage.***

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, including secured indebtedness. In particular, one of our subsidiaries, MF Global Inc., has recently entered into a \$300 million senior secured revolving credit facility, which is secured by fully-paid-for broker-dealer assets of such subsidiary and which is guaranteed by MF Global Holdings Ltd. and another of our subsidiaries. As such, the notes will be structurally subordinate to indebtedness under such facility. Furthermore, neither the base indenture nor the supplemental indenture limits the amount of debt that we or our subsidiaries may issue. As of June 30, 2011, we had \$858.9 million available for borrowing under our liquidity facility, and \$300 million available for borrowing under the secured credit facility, in each case subject to the applicable termination dates. Such available amounts under the liquidity facility do not give effect to the additional sums we will be able to borrow upon repaying a portion of our liquidity facility with the net proceeds of this offering, as described under *Use of Proceeds* . Adding new indebtedness to current debt levels could make it more difficult for us to satisfy our obligations with respect to the notes.

***The notes are not protected by restrictive covenants, which in turn may allow us to engage in a variety of transactions that may impair our ability to fulfill our obligations under the notes.***

The indenture governing the notes will not contain any financial covenants and will not restrict us from paying dividends, incurring debt or issuing or repurchasing our other securities. Because the indenture will not contain any covenants or other provisions designed to afford holders of the notes protection in the event of a highly leveraged transaction involving us or in the event of a decline in our credit rating for any reason, including as a result of a takeover, recapitalization, highly leveraged transaction or similar restructuring involving us, except to the extent described under *Description of Notes Purchase of Notes upon a Change of Control Repurchase Event* and *Description of Notes Limitations on Mergers and Sales of Assets*, we may engage in transactions that may impair our ability to fulfill our obligations under the notes or otherwise adversely affect the market value of the notes. Other than the change of control repurchase right and the restrictions provided by the merger covenant, we generally have no duty to consider the interests of holders of the notes in determining whether to engage in such transactions.

***We may not have sufficient funds to repurchase the notes upon a Change of Control Repurchase Event as required by the indenture governing the notes and, moreover, a Change of Control Repurchase Event or other event may trigger repurchase obligations under other outstanding instruments, thus constraining our capital and ability to repurchase the notes or fund our obligations under the notes.***

Holders of the notes may require us to repurchase their notes upon a Change of Control Repurchase Event as defined under *Description of Notes Purchase of Notes upon a Change of Control Repurchase Event* . We cannot assure you that we would have sufficient financial resources, or would be able to arrange financing, to pay the repurchase price of the notes and repay indebtedness that may be tendered by the holders thereof in such a circumstance. In addition, our ability to repurchase the notes for cash may be limited by law, regulatory authority or the terms of other agreements relating to our indebtedness outstanding at the time. For example, a Change of Control Repurchase Event may also trigger our obligation to repurchase our 2016 Convertible Senior Notes, 2018 Convertible Senior Notes and 2038 Convertible Senior Notes (together, the *Convertible Senior Notes* ), thus making funds available to repurchase the notes insufficient. In addition, certain events may qualify as a change of control for purposes of the Convertible Senior Notes, but would not be deemed a Change of Control Repurchase Event for the notes, which may force us to repurchase the Convertible Senior Notes, thereby depleting our capital and impairing our ability to fulfill our obligations under the notes or our other debt instruments. If we fail to pay amounts due upon a Change of



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Control Repurchase Event, we will be in default under the indenture. A default under the indenture or the Change of Control Repurchase Event itself could also lead to a default under the agreements governing our other indebtedness.

*If an active trading market does not develop for the notes, you may be unable to sell your notes or to sell your notes at prices that you deem sufficient.*

The notes are a new issue of securities for which there currently is no established trading market. We do not intend to apply for listing or quotation of the notes on any securities exchange or automated quotation system, respectively. While the representative of the underwriters has advised that certain of the underwriters of the notes intend to make a market in the notes, the underwriters will not be obligated to do so and may stop their market-making at any time. In addition, any market-making activity will be subject to the limits imposed by the Securities Act of 1933, as amended (the Securities Act), and the Exchange Act, and may be limited during the offering of the notes. No assurance can be given:

n that a market for the notes will develop or continue;

n as to the liquidity of any market that does develop; or

n as to your ability to sell any notes you may own or the price at which you may be able to sell your notes.

If any of the notes are traded after their initial issuance, they may trade at a discount from their initial offering price. Future trading prices of the notes will depend on many factors, including prevailing interest rates, the market for similar securities, general economic conditions and our financial condition, performance, prospects and other factors. Accordingly, you may be required to bear the financial risk of an investment in the notes for an indefinite period of time.

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**USE OF PROCEEDS**

We estimate that the net proceeds from this offering will be approximately \$ \_\_\_\_\_ million after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use at least \$100 million of the net proceeds from this offering to repay outstanding indebtedness under our \$1.2 billion unsecured, committed revolving credit facility, which we refer to as our liquidity facility. We expect to use the remainder of the net proceeds for general corporate purposes, including, without limitation, as working capital for our broker-dealer subsidiaries.

The liquidity facility bears interest at a rate of LIBOR plus 1.90% per annum on outstanding borrowings due June 15, 2012 and LIBOR plus 2.35% on outstanding borrowings due June 15, 2014. In addition, with respect to commitments and loans maturing on June 15, 2012, we pay a facility fee of 10 basis points per year, and with respect to commitments and loans maturing on June 15, 2014, we pay a facility fee of 40 basis points per year. As of June 30, 2011, we had approximately \$342.0 million of borrowings outstanding under the liquidity facility. All borrowings under the liquidity facility will be repaid on a pro rata basis. We may reborrow amounts available under the liquidity facility, including those we may repay with a portion of the net proceeds of this offering, as discussed above, at any time and from time to time, subject to the applicable termination dates.

Affiliates of several of the underwriters are lenders under our liquidity facility. As a result, some of the underwriters or their affiliates may receive part of the proceeds of this offering by reason of the repayment of amounts outstanding under our liquidity facility. See Underwriting (Conflicts of Interest) Conflicts of Interest.

**Table of Contents****CAPITALIZATION**

The following table sets forth our cash and cash equivalents and our combined capitalization as of June 30, 2011 (i) on an actual basis (ii) as adjusted to give effect to the proposed issuance and sale of \$325 million in aggregate principal amount of our 2018 Convertible Senior Notes on August 2, 2011 (assuming the underwriters do not exercise their \$45 million option), and the use of a portion of the net proceeds from that offering to repurchase approximately \$109.1 million in aggregate principal amount of our outstanding 2038 Convertible Senior Notes in privately-negotiated transactions with a limited number of holders, as well as the net costs associated with entering into convertible note hedge transactions in connection with the offering and concurrent warrant transactions (the Convertible Notes Transactions), as described in Summary Recent Developments and (iii) as further adjusted to give effect to the sale of the notes and the sources and uses of funds described in Use of Proceeds. You should read the information in this table in conjunction with our consolidated financial statements and related notes included in our Annual Report as well as the consolidated financial statements included in our July Current Report, both of which are incorporated herein by reference.

(in thousands)	ACTUAL	AS OF JUNE 30, 2011	
		AS ADJUSTED (CONVERTIBLE NOTES TRANSACTIONS) (unaudited)	AS FURTHER ADJUSTED (NOTES OFFERING)
Cash and cash equivalents	\$ 709,379	\$ 868,990	\$
Borrowings:			
Short-term borrowings <sup>(1)</sup>	366,088	366,088	
Long-term borrowings	417,152	567,079 <sup>(2)</sup>	<sup>(4)</sup>
Total borrowings	783,240	933,167	
Preferred Stock, \$1.00 par value per share; 200.0 million shares authorized:			
6% Cumulative Convertible Preferred Stock, Series A; 1.5 million shares issued and outstanding	96,167	96,167	
9.75% Non-cumulative Convertible Preferred Stock, Series B; 403,550 shares issued and outstanding	34,446	34,446	
Equity			
Common Stock, \$1.00 par value per share;			
1,000.0 million shares authorized, 164.9 million shares issued and outstanding	164,893	164,893	
Additional paid-in capital	1,595,428	1,629,650 <sup>(3)</sup>	
Accumulated other comprehensive loss (net of tax)	6,616	6,616	
Accumulated deficit	(396,330)	(415,526)	
Non-controlling interest	18,973	18,973	
Total equity	1,389,580	1,404,605	
Total capitalization	\$ 2,303,433	\$ 2,468,386	\$

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- (1) Short-term borrowings include amounts outstanding under our liquidity facility, portions of which will be repaid with the net proceeds from this offering. See Use of Proceeds.
- (2) As adjusted long-term borrowings reflects the proposed issuance of the 2018 Convertible Senior Notes. For additional information on the accounting treatment of the 2018 Convertible Senior Notes, see footnote (3).
- (3) The issuance of the 2018 Convertible Senior Notes will result in \$67.9 million of additional paid-in capital. Additional paid-in capital will also be (i) reduced by \$25.2 million, representing the cost of the convertible note hedge transactions that we entered into in connection with the 2018 Convertible Senior Notes offering (after such cost has been partially offset by proceeds to be received by us from entering into concurrent warrant transactions) and (ii) increased by a net \$6.2 million impact for deferred taxes associated with the 2018 Convertible Senior Notes.
- (4) As adjusted long-term borrowings includes the notes offered hereby and, in addition, reflects the issuance of the 2018 Convertible Senior Notes.

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**Table of Contents****RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth information regarding our ratio of earnings to fixed charges for the periods shown. For purposes of determining the below ratios, earnings consist of pre-tax income or loss from continuing operations before adjustment for non-controlling interests in consolidated subsidiaries or income or loss from equity investees and fixed charges. Fixed charges consist of interest expenses, amortization of debt issuance costs, accretion of debt discount and an appropriate portion of rentals representative of the interest factor.

	<b>THREE MONTHS ENDED</b>	<b>FISCAL YEAR ENDED MARCH 31,</b>				
	<b>JUNE 30, 2011</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
<b>Ratio of Earnings to Fixed Charges<sup>(1)</sup></b>	1.30			1.02	1.00	1.08

(1) Due to our pre-tax loss in the fiscal years ended March 31, 2011 and 2010, the ratio coverage was less than 1:1 in each of these periods. We would have needed to generate additional earnings of \$76.3 million in the fiscal year ended March 31, 2011 and \$195.4 million in the fiscal year ended March 31, 2010 to achieve a coverage of 1:1 in each of these periods.

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**DESCRIPTION OF NOTES**

*The following description is a summary of the material terms of the notes and the indenture under which they will be issued. This description may not contain all of the information that is important to you and is qualified by reference to all of the provisions of the indenture, including definitions therein of certain terms and provisions made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended. To understand the indenture and the notes fully, you should read the indenture (including the form of note), which is an exhibit to the registration statement of which this prospectus supplement is a part.*

We will issue the notes under the senior debt indenture, dated as of February 11, 2011, between us and Deutsche Bank Trust Company Americas, as trustee, as supplemented by a supplemental indenture relating to the notes, to be dated as of the date of issuance of the notes. The senior debt indenture is more fully described under the caption **Description of Debt Securities** in the accompanying prospectus. The following description of the particular terms of the notes supplements, and to the extent inconsistent therewith replaces, the description of the general terms and provisions of our debt securities included in the accompanying prospectus under the caption **Description of Debt Securities**. In this section, we, us and our refer only to MF Global Holdings Ltd. and not to any of our subsidiaries. The senior debt indenture (as amended and supplemented by the supplemental indenture relating to the notes) is referred to as the **indenture**, and Deutsche Bank Trust Company Americas or its successor, as trustee, as the **trustee**. You should read the indenture for provisions that may be important to you.

When the term **holder** is used in this prospectus supplement with respect to the notes, it means the person in whose name such notes are registered in the security register. The notes will be held in book-entry form only, as described under **Book-Entry System**, except in the circumstances described in that section, and will be held in the name of The Depository Trust Company (including its successors, **DTC**) or its nominee.

The indenture does not limit the amount of debt securities that we or our subsidiaries may incur under the indenture or other indentures to which we or they are or become a party. The notes are not convertible into or exchangeable for shares our common stock or authorized preferred stock. Unless otherwise specified, references in this section to **note** or **notes** mean only the notes of the series offered by this prospectus supplement.

Capitalized terms used and not defined in this summary have the meanings specified in the indenture.

**General**

The notes will have the following basic terms:

- n **Ranking:** the notes will be our senior unsecured obligations and will rank equally with all of our other existing and future unsecured and unsubordinated debt obligations;
- n **Aggregate Principal Amount:** the notes initially will be limited to \$ \_\_\_\_\_ million aggregate principal amount (subject in each case to our right to issue additional notes of the same series as described under **Further Issuances** below);
- n **Interest:** the notes will accrue interest at a rate of \_\_\_\_\_ % per year; interest will accrue on the notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the notes), payable semi-annually in \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2012;
- n **Maturity Date:** the notes will mature on \_\_\_\_\_, 2016 unless redeemed or repurchased prior to that date;
- n **Optional Redemption:** we may redeem the notes, in whole or in part, at any time at our option as described under **Optional Redemption** below;

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- n *Change of Control Repurchase Event*: we may be required to repurchase the notes that you hold in whole or in part at your option in connection with the occurrence of a change of control repurchase event as described under Purchase of Notes upon a Change of Control Repurchase Event below;
  
- n *Denominations*: the notes will be issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof; and

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<sup>n</sup> *Global Notes*: the notes will be represented by one or more global notes registered in the name of a nominee of DTC, but in certain circumstances may be represented by notes in definitive form (see *Global Securities* and *Book-Entry System* below). The notes will be exchangeable and transferable at an office or agency maintained by us for such purposes (which initially will be the corporate trust office of the trustee).

**Principal, Interest and Maturity**

We will issue the notes in the initial aggregate principal amount of \$ . The notes will mature on , 2016.

Interest on the notes will accrue at a rate of % per annum. Interest on the notes will be paid semi-annually in arrears on and of each year, beginning on , 2012. We will pay interest to the person in whose name that note is registered at the close of business on or , as the case may be, immediately preceding the relevant interest payment date. Interest on the notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

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

The notes will not be subject to any sinking fund.

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

**Interest Rate Adjustments**

***Rating Agency Adjustments***

The interest rate payable on the notes will be subject to adjustments from time to time if Moody's Investors Service, Inc. ( *Moody's* ) (or, if applicable, any Substitute Rating Agency (as defined below)) or Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. ( *S&P* ) (or, if applicable, any Substitute Rating Agency) (collectively, the *Interest Rate Rating Agencies* ) downgrades (or subsequently upgrades) the rating assigned to the notes, as set forth below (a *rating agency adjustment* ).

If the rating of the notes from Moody's or any Substitute Rating Agency thereof is decreased to a rating set forth in the immediately following table, the interest rate on the notes will increase from the applicable interest rate (as defined below) by the percentage points set forth below opposite that rating.

MOODY'S RATING*	PERCENTAGE POINTS
Ba1 . . . . .	0.25
Ba2 . . . . .	0.50
Ba3 . . . . .	0.75
B1 or below . . . . .	1.00

\* Including the equivalent rating of any Substitute Rating Agency.





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If the rating with respect to the notes from S&P or any Substitute Rating Agency thereof is decreased to a rating set forth in the immediately following table, the interest rate on the notes will increase from the applicable interest rate by the percentage points set forth below opposite that rating.

S&P RATING*	PERCENTAGE POINTS
BB+ . . . . .	0.25
BB . . . . .	0.50
BB- . . . . .	0.75
B+ or below . . . . .	1.00

\* Including the equivalent rating of any Substitute Rating Agency.

If at any time the interest rate on the notes has been adjusted upward as a result of a decrease in a rating by an Interest Rate Rating Agency and that Interest Rate Rating Agency subsequently increases its rating on the notes to any of the ratings set forth in the tables above, the per annum interest rate on the notes will be decreased such that the per annum interest rate equals the applicable interest rate plus the percentage points set forth opposite the ratings in effect immediately following the increase in the tables above; *provided, however*, that if Moody's or any Substitute Rating Agency subsequently increases its rating on the notes to Baa3 (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the notes to BBB- (or its equivalent if with respect to any Substitute Rating Agency) or higher, the per annum interest rate on the notes will be decreased to the applicable interest rate.

No adjustment in the interest rate on the notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating. If at any time less than two Interest Rate Rating Agencies provide a rating on the notes, we will use commercially reasonable efforts to obtain a rating on the notes from another nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any such successor or comparable section), to the extent one exists, and if another nationally recognized statistical rating organization rates the notes (such organization, as certified by a resolution of our board of directors, a Substitute Rating Agency), for purposes of determining any increase or decrease in the per annum interest rate on the notes pursuant to the tables above, (1) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the notes but which has since ceased to provide such rating, (2) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by us and, for purposes of determining the applicable ratings included in the table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's and S&P, as applicable, in such tables and (3) the per annum interest rate on the notes will increase or decrease, as the case may be, such that the interest rate equals the applicable interest rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (2) above) (plus any applicable percentage points resulting from a decreased rating by the other Interest Rate Rating Agency). For so long as (a) only one Interest Rate Rating Agency provides a rating on the notes, any increase or decrease in the interest rate on the notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above and (b) no Interest Rate Rating Agency provides a rating on the notes, the interest rate on the notes will increase to, or remain at, as the case may be, 2.00% above the applicable interest rate. If Moody's or S&P ceases to rate the notes or make a rating of the notes publicly available for reasons within our control, we will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the per annum interest rate on the notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the notes, as the case may be.

Any interest rate increase or decrease described above in this section Rating Agency Adjustments will take effect on the next business day after the rating change has occurred; provided that a rating change will be deemed to occur when first published by the applicable Interest Rate Rating Agency.



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The interest rates on the notes will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by any Interest Rate Rating Agency) if the notes become rated A3 (or its equivalent) or higher by Moody's (or any Substitute Rating Agency) and A- (or its equivalent) or higher by S&P (or any Substitute Rating Agency), or one of those ratings if the notes are rated by only one Interest Rate Rating Agency, in each case with a stable or positive outlook.

### ***Key Man Event***

In addition to any adjustments to the interest rate payable on the notes due to the occurrence of a rating agency adjustment, as described above, for so long as the notes are outstanding, upon the occurrence of a key man event the interest rate payable on the notes will be increased by 1.00% from the applicable interest rate, provided such event occurs prior to July 1, 2013.

A key man event means the departure of Mr. Corzine as our full time chief executive officer due to his appointment to a federal position by the President of the United States and the confirmation of that appointment by the United States Senate; provided however, that if at any time following the occurrence of a key man event Moody's or a Substitute Rating Agency increases its rating on the notes to A3 (or its equivalent with respect to any Substitute Rating Agency) or higher and S&P or a Substitute Rating Agency increases its rating on the notes to A- (or its equivalent with respect to any Substitute Rating Agency) or higher, or one of those ratings if the notes are rated by only one Interest Rate Rating Agency, in each case with a stable or positive outlook, the applicable interest rate will be decreased by 1.00% (notwithstanding any subsequent decrease in the ratings by any Interest Rate Rating Agency).

Any interest rate increase or decrease described above under Key Man Event will take effect on the next business day after the key man event has occurred; provided that a key man event will be deemed to occur when first publicly announced by us, which announcement shall be made promptly upon the occurrence of the key man event and in any event within four business days of such occurrence.

For purposes of determining any increase or decrease in the per annum interest rate applicable to the notes due to either a rating agency adjustment or a key man event, the term applicable interest rate means the interest rate set forth on the cover of this prospectus supplement, as such rate has been adjusted for a key man event or a rating agency adjustment, respectively.

Each adjustment required by any rating agency adjustment or in connection with a key man event, and whether occasioned by the action of Moody's, S&P or any Substitute Rating Agency, shall be made independent of (and in addition to) any and all other adjustments. In no event shall (1) the per annum interest rate on the notes be reduced below the interest rate set forth on the cover page of this prospectus supplement or (2) the per annum interest rate on the notes exceed 3.00% above the interest rate set forth on the cover page of this prospectus supplement.

If the interest rate payable on the notes is increased, as described above due to either a rating agency adjustment or a key man event, the term interest, as used with respect to the notes, will be deemed to include any additional interest, unless the context otherwise requires.

### **Further Issuances**

We may, from time to time, without notice to or the consent of the holders of the notes, create and issue additional notes having the same terms as, and ranking equally and ratably with, the notes in all respects (except for the issue date and, if applicable, the payment of interest accruing prior to the issue date of such additional notes and the first payment of interest following the issue date of such additional notes). Any additional notes of this kind will, together with the notes offered by this prospectus supplement, constitute a single series of notes under the indenture, with the same terms as to ranking, redemption, waivers, amendments or otherwise, as the notes, and will vote together as one class on all matters with respect to the notes of such series. We may also offer additional debt securities of a different series from the notes offered by this prospectus supplement.

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### **Ranking**

The notes will be the direct unsecured obligations of MF Global Holdings Ltd. and will not be guaranteed by any of our subsidiaries. The notes will rank equal in right of payment with all of our other existing and future unsecured and unsubordinated indebtedness, including our 2016 Convertible Senior Notes, our 2038 Convertible Senior Notes, our 2018 Convertible Senior Notes, amounts outstanding under our liquidity facility and the guarantee of MF Global Holdings Ltd. under the secured facility. The notes will be structurally subordinated to all existing and future indebtedness (including trade payables) incurred by our subsidiaries, including the secured credit facility, and will be effectively subordinated to any of our existing and future secured indebtedness, to the extent of the value of our assets that secure such indebtedness. The notes will also be structurally subordinated to any of our existing and future indebtedness that may be guaranteed by our subsidiaries, to the extent of any such guarantees, including the guarantees of our finance subsidiary under the liquidity facility and the secured credit facility.

We currently conduct a substantial majority of our operations through our subsidiaries and our subsidiaries generate a substantial majority of our operating income and cash flow. As a result, our cash flow and our ability to service debt, including our ability to pay the interest on and principal of the notes when due, are dependent to a significant extent on interest payments, cash dividends and distributions and other transfers of cash from our subsidiaries. Any payment of interest, dividends, distributions, loans or advances by our foreign subsidiaries to us could be subject to taxation or other restrictions on dividends or repatriation of earnings under applicable local law, monetary transfer restrictions and foreign currency exchange regulations in the jurisdiction in which our foreign subsidiaries operate. In addition, regulatory capital requirements may prevent certain of our subsidiaries from making transfers of cash to us.

In the event of a bankruptcy, liquidation or dissolution of any of our subsidiaries, the creditors of such subsidiary will be paid first, after which the subsidiary may not have sufficient assets remaining to make any payments to us as a shareholder or otherwise so that we can meet our obligations under the notes. As of June 30, 2011, our subsidiaries had outstanding indebtedness to third parties of \$24.1 million, excluding trade payables of our subsidiaries, which include, for example, securities sold under repurchase agreements, securities sold, not yet purchased, obligations to return securities borrowed and securities loaned (collectively referred to herein as trade payables) and excluding the guarantees of our subsidiaries under the liquidity facility and the secured credit facility.

In addition, holders of the notes will participate ratably with all holders of our unsecured senior indebtedness, including our 2016 Convertible Senior Notes, our 2038 Convertible Senior Notes and our 2018 Convertible Notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. Other than restrictions described under Limitations on Mergers and Sales of Assets below and except for the provisions set forth under Purchase of Notes upon a Change of Control Repurchase Event, the indenture does not contain any covenants or other provisions designed to afford holders of the notes protection in the event of a highly leveraged transaction involving us or in the event of a decline in our credit rating as the result of a takeover, recapitalization, highly leveraged transaction or similar restructuring involving us that could adversely affect such holders.

As of June 30, 2011, after giving effect to the issuance of the 2018 Senior Convertible Notes (including the debt discount associated with such notes but excluding the underwriters' \$45 million option), the issuance of the notes offered hereby and the use of proceeds from both such offerings, our total consolidated indebtedness would have been \$ million (excluding trade payables).

### **Optional Redemption**

We may redeem the notes at our option at any time, either in whole or in part. If we elect to redeem the notes, we will pay a redemption price equal to the greater of:

n 100% of the aggregate principal amount of the notes to be redeemed; or

n the sum of the present values of the remaining scheduled payments.

In the case of any such redemption, we will also pay, in each case, accrued and unpaid interest thereon to, but not including, the redemption date.

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In determining the present values of the remaining scheduled payments, we will discount such payments to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the treasury rate (as defined below) plus % ( basis points).

The following terms are relevant to the determination of the redemption price.

*Treasury rate* means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the comparable treasury issue. In determining this rate, we will assume a price for the comparable treasury issue (expressed as a percentage of its principal amount) equal to the comparable treasury price for such redemption date.

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

*Independent investment banker* means Jefferies & Company, Inc., or its successor, as we may appoint from time to time; provided, however, that if any of the foregoing cease to be a primary U.S. Government securities dealer in New York City (a primary treasury dealer ), we will substitute another primary treasury dealer.

*Comparable treasury price* means, with respect to any redemption date, (1) the arithmetic average of the reference treasury dealer quotations for such redemption date after excluding the highest and lowest reference treasury dealer quotations, or (2) if the independent investment banker obtains fewer than four reference treasury dealer quotations, the arithmetic average of all reference treasury dealer quotations for such redemption date.

*Reference treasury dealer quotations* means, with respect to each reference treasury dealer and any redemption date, the arithmetic average, as we determine, of the bid and asked prices for the comparable treasury issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such reference treasury dealer as of 3:30 p.m., New York City time, on the third business day preceding such redemption date for the notes being redeemed.

*Reference treasury dealer* means Jefferies & Company, Inc. and three other primary treasury dealers selected by us, and each of their respective successors, and any other primary treasury dealers we select (including any of our affiliates).

*Remaining scheduled payments* means, with respect to any note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

A partial redemption of the notes may be effected pro rata or by lot or by such method as the trustee may deem fair and appropriate and may provide for the selection for redemption of portions (equal to the minimum authorized denomination for the notes or any integral multiple thereof) of the principal amount of notes of a denomination larger than the minimum authorized denomination for the notes.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to the trustee and each holder of the notes to be redeemed.

Unless we default in the payment of the redemption price, on and after the redemption date, interest will cease to accrue on the notes, or portions thereof, called for redemption.

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

If a change of control repurchase event (as defined below) occurs, unless we have exercised our right to redeem the notes as described above, we will be required to make an offer to each holder of the notes to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000) of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the notes repurchased, plus any accrued and unpaid interest on the notes repurchased to, but not including, the date of repurchase.

*Change of control repurchase event* means the occurrence of a change of control and a below investment grade rating event.

*Below investment grade rating event* means the notes cease to be rated investment grade by at least two of the three rating agencies on any date during the period commencing 60 days prior to the first public announcement by us of a change of control (or pending change of control) until the end of the 60-day period following public notice of the occurrence of a change of control (which period shall be extended so long as the rating of the notes is under publicly announced consideration for possible downgrade by (i) any of the rating agencies if one rating agency has ceased to rate the notes investment grade during such period or (ii) two or more of the three rating agencies). For the purpose of this definition, however, the notes shall not cease to be rated investment grade by any rating agency if such rating agency ceases to publish a senior unsecured credit rating for us for reasons outside of our control, provided we select a replacement rating agency and such agency publishes a rating for the notes of investment grade as promptly as reasonably practical.

*Change of control* means the occurrence of any of the following:

- n the consummation of a direct or indirect sale, transfer, conveyance or other disposition (other than by way of amalgamation, merger, consolidation or scheme of arrangement), in one or a series of related transactions, of all or substantially all of our properties or assets and those of our subsidiaries, taken as a whole, to any person (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the Exchange Act)), other than one or more subsidiaries of ours;
- n the consummation of any transaction (including, without limitation, any amalgamation, merger or consolidation or scheme of arrangement) the result of which is that any person (as that term is used in Section 13(d)(3) of the Exchange Act), other than one or more subsidiaries of ours, becomes (and was not previously) the beneficial owner, directly or indirectly, of more than 50% of our voting shares, measured by voting power rather than number of shares; provided that a transaction shall not constitute a change of control under this definition if (i) the purpose of the transaction is to change our jurisdiction of incorporation and (ii) our stockholders and the number of our voting shares, measured by voting power and number of shares, owned by each of them immediately before and immediately following such transaction are substantially identical;
- n we consolidate with, or merge with or into, any person (other than one or more subsidiaries of ours), or any person (other than one or more subsidiaries of ours) consolidates with, or merges with or into, us in any transaction the result of which is that any of the outstanding voting shares of us or such other person are converted into or exchanged for cash, securities or other property, other than any such transaction where our voting shares outstanding immediately prior to such transaction constitute, or the voting shares into which our voting shares are reclassified, consolidated, exchanged or changed constitute, directly or indirectly, a majority of the voting shares of the surviving person, as measured by voting power, rather than the number of shares, immediately after giving effect to such transaction;
- n the first day on which a majority of the members of our board of directors are not continuing directors; or
- n we or our shareholders adopt a plan for the liquidation or dissolution of us.

Notwithstanding the foregoing, a transaction effected to create a direct or indirect holding company for us will not be deemed to involve a change of control if (1) pursuant to such transaction we become a subsidiary of such holding company and (2) the holders of substantially all the voting shares of such holding company immediately following such transaction are the same as the holders of substantially all our voting shares immediately prior to such transaction.





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*Continuing directors* means, as of any date of determination, any member of our board of directors who:

- n was a member of such board of directors on the first date that any of the notes were issued; or
- n was elected or appointed to our board of directors after that date with the approval of a majority of the continuing directors who were members of our board at the time of such election or appointment (either by a specific approval or by approval of a proxy statement issued by us in which such member was named as a nominee for election as a director without objection to such nomination).

*Fitch* means Fitch Ratings, or any successor thereto.

*Investment grade* means a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch), Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's) and BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) (or, in each case, if such rating agency ceases to publish a senior unsecured credit rating for us for reasons outside of our control, the equivalent investment grade credit rating from any rating agency we select as a replacement rating agency).

*Moody's* means Moody's Investors Service Inc., or any successor thereto.

*Rating agency* means:

- n each of Fitch, Moody's and S&P; and
- n if any of Fitch, Moody's or S&P ceases to publish a senior unsecured credit rating of us for reasons outside of our control, a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any such successor or comparable section) selected by us as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

*S&P* means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., or any successor thereto.

*Voting shares* as applied to shares of any person, means shares, interests, participations or other equivalents in the equity interest (however designated) in such person having ordinary voting power for the election of a majority of the directors (or the equivalent) of such person, other than shares, interests, participations or other equivalents having such power only by reason of the occurrence of a contingency.

## **Repurchase Procedures**

Within 30 days following any change of control repurchase event or, at our option, prior to any change of control, but after the public announcement of the change of control, we will give a notice to the holders, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase the notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of a change of control, state that the offer to purchase is conditioned on a change of control repurchase event having occurred on or prior to the payment date specified in the notice. We will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the change of control repurchase event provisions of the notes by virtue of such conflict.

On the change of control repurchase event payment date, we will, to the extent lawful:

- n accept for payment all the notes or portions of the notes properly tendered pursuant to our offer;

- n deposit with the paying agent an amount equal to the aggregate purchase price in respect of all the notes or portions of the notes properly tendered; and
  
- n deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers certificate stating the aggregate principal amount of notes being purchased by us.

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The paying agent will promptly pay to each holder of notes properly tendered the purchase price for the notes, and the trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any notes surrendered; provided that each new note will be in a principal amount of \$2,000 and integral multiples of \$1,000 in excess thereof.

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

Our ability to pay cash to the holders of notes following the occurrence of a change of control repurchase event may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. In addition, even if we have sufficient funds, future agreements relating to indebtedness to which we and our subsidiaries and may become party may restrict us from purchasing notes upon a change of control repurchase event. If a change of control repurchase event occurs at a time when we are prohibited from purchasing the notes, we could seek the consent of lenders to permit the purchase of the notes or could attempt to refinance the borrowings that contain such a prohibition. If we do not obtain such consent or refinance such borrowings, we will remain prohibited from purchasing the notes. In addition, future indebtedness of ours and our subsidiaries may provide that certain change of control events with respect to us would constitute a default thereunder (including events that would constitute a change of control repayment event under the notes). If we experience a change of control that triggers a default under the terms of our or our subsidiaries' other indebtedness, we could seek a waiver of such default or seek to refinance such other indebtedness. In the event we do not obtain such a waiver or refinance the indebtedness, such default could result in amounts outstanding under such other indebtedness being declared due and payable. See **Risk Factors** **Risks Related to the Notes** and to this Offering. We may not have sufficient funds to repurchase the notes upon a Change of Control Repurchase Event as required by the indenture governing the notes and, moreover, a Change of Control Repurchase Event or other event may trigger repurchase obligations under other outstanding instruments, thus constraining our capital and ability to repurchase the notes or fund our obligations under the notes.

The change of control repurchase event feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of us. The change of control repurchase event feature is a result of negotiations among us and the underwriters. We have no present intention to engage in a transaction involving a change of control, although it is possible that we could decide to do so in the future. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a change of control under the indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings.

Holders may not be entitled to require us to repurchase their notes in certain circumstances involving a significant change in the composition of our board of directors, including in connection with a proxy contest where our board of directors does not approve a dissident slate of directors but approves them as continuing directors, even if our board of directors initially opposed the directors.

The definition of change of control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all, of our properties or assets and those of our subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase the notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our properties or assets and those of our subsidiaries, taken as a whole, to another person or group may be uncertain.

### **Certain Covenants**

Except as set forth below, neither we nor any of our subsidiaries will be restricted by the indenture from:

- n incurring any indebtedness or other obligation,
  
- n paying dividends or making distributions on our share capital or that of our subsidiaries, or
  
- n purchasing or redeeming our share capital or that of our subsidiaries.



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In addition, we will not be required to maintain any financial ratios or specified levels of net worth or liquidity or to repurchase or redeem or otherwise modify the terms of any of the notes upon a change of control or other events involving us or any of our subsidiaries which may adversely affect the creditworthiness of the notes, except to the limited extent provided under Purchase of Notes upon a Change of Control Repurchase Event. Among other things, the indenture will not contain covenants designed to afford holders of the notes any protections in the event of a highly leveraged or other transaction involving us that may adversely affect holders of the notes, except to the limited extent provided under Purchase of Notes upon a Change of Control Repurchase Event.

The indenture will contain the following principal covenants:

### **Limitation on Liens**

The indenture provides that we will not, and will not permit any subsidiary to, incur, issue, assume or guarantee any indebtedness for borrowed money if such indebtedness is secured by a pledge of, lien on, or security interest in any common stock of any significant subsidiary, without providing that the notes and, at our option, any other indebtedness ranking equally and ratably with such indebtedness, is secured equally and ratably with (or prior to) such other secured indebtedness.

### **Limitations on Mergers and Sales of Assets**

Notwithstanding anything to the contrary set forth under Description of Debt Securities Special Situations Mergers and Similar Transactions in the accompanying prospectus, the indenture provides that we will not amalgamate or consolidate with, merge with or into, or convey, transfer or lease our properties and assets substantially as an entirety to another person, unless:

- n the resulting, surviving or transferee person (if not us) is organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and such person (if not us) expressly assumes by supplemental indenture, executed and delivered to the trustee, in form satisfactory to the trustee, all of our obligations under the notes and the indenture; and
- n immediately after giving effect to such transaction, no default or event of default with respect to the notes has occurred and is continuing.

If we engage in any transaction that complies with the conditions listed in this covenant, the successor will be substituted for us for the purposes of the indenture with the same effect as if it and not we had been an original party to the indenture. Thereafter, the successor may exercise our rights and powers under the indenture and we would be discharged from all obligations and covenants under the indenture and the notes. We will not be restricted under the limitation described above with regard to any transaction (including any change of control) other than a merger, amalgamation or consolidation, or a transfer or lease of our assets, as specified above.

### **Events of Default**

With respect to the notes, the following description replaces the descriptions set forth under Description of Debt Securities Default and Related Matters Events of Default and Description of Debt Securities Default and Related Matters Remedies if an Event of Default Occurs in the accompanying prospectus in their entirety.

The following events are events of default with respect to the notes:

- n default in the payment of accrued and unpaid interest on any notes when due and continuing for a period of thirty (30) days;
- n default in the payment of principal or any premium on any note when due;
- n

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a failure by us, for sixty (60) days after written notice from the trustee or holders of at least 25% in principal amount of the outstanding notes, to perform any covenant in the indenture (other than a covenant, a default in whose performance is elsewhere provided for in this Section or which has been included in the indenture solely for the benefit of a series of notes other than the notes);

- n a failure to pay when due, and beyond any applicable grace period, or the acceleration of, indebtedness, in each case in an aggregate amount greater than \$50,000,000 (or its foreign currency equivalent at the

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time), and after we have been notified of the default by the trustee or holders of 25% in principal amount of the outstanding notes and we do not cure the default in 10 days;

- n certain events of bankruptcy or insolvency related to us or any of our significant subsidiaries as defined in Rule 1-02(w) of Regulation S-X under the Securities Act, whether voluntary or not; and

- n our failure to repurchase the notes tendered for repurchase following the occurrence of a change of control repurchase event when required to do so in conformity with the covenant set forth under Purchase of Notes upon a Change of Control Repurchase Event. If an event of default with respect to the notes (other than an event of default relating to our bankruptcy, insolvency or reorganization) occurs and continues, the trustee or the holders of at least 25% in aggregate principal amount of the outstanding notes may declare the entire principal, premium, if any, and all accrued and unpaid interest on all notes to be due and payable immediately. An event of default relating to our bankruptcy, insolvency or reorganization will cause the entire principal, premium, if any, and all accrued and unpaid interest on all notes to be due and payable immediately without any declaration or other act by the trustee or any holder. In addition, if such a declaration of acceleration occurs, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of not less than a majority of the aggregate principal amount of the outstanding notes may cancel the acceleration if we deposit with the trustee all required payments of the principal of, and any premium or overdue interest on the notes, plus certain fees, expenses, disbursements and advances of the trustee.

No event of default regarding the notes issued under the indenture is necessarily an event of default regarding any other series of notes that may be issued under the indenture, and vice versa.

The trustee is generally required to give notice to the holders of the notes within 90 days of a default of which the trustee has actual knowledge under the indenture unless the default has been cured or waived.

The indenture provides that no holder of notes may institute a proceeding with respect to the indenture or for any remedy under the indenture, unless such holder has previously given notice to the trustee of an event of default and the trustee fails to act, for sixty (60) days, after:

- n it has received a written request to institute proceedings in respect of an event of default from the holders of not less than 25% in principal amount of the outstanding notes, as well as an offer of indemnity reasonably satisfactory to the trustee; and
- n no direction inconsistent with such written request has been given to the trustee during that 60-day period by the holders of a majority in principal amount of the outstanding notes.

This provision will not prevent, however, any holder of notes from instituting suit for the enforcement of payment of the principal of, and any premium or interest on, notes on their respective due dates.

Subject to provisions in the indenture relating to the trustee's duties in case of default, the trustee is not under an obligation to exercise any of its rights or powers under the indenture at the request or direction of any holders of notes then outstanding, unless the holders have offered to the trustee reasonable security or indemnity reasonably satisfactory to it.

The holders of not less than a majority in principal amount of the outstanding notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee, with respect to the notes; provided that (1) such direction will not be in conflict with any rule of law or with the indenture, and (2) the trustee may take any other action deemed proper by the trustee which is not inconsistent with such direction.

**Modification of the Indenture**

With respect to the notes, the following description replaces the description set forth under Description of Debt Securities Special Situations Modification and Waiver of Your Contractual Rights in the accompanying prospectus in its entirety.





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We and the trustee may modify or amend the indenture only with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding notes of each series affected by the change. However, with respect to the notes, no modification or amendment may, without the consent of the holder of each outstanding note affected, do any of the following:

- n change the stated maturity of any note;
- n reduce the principal amount of or premium, if any, on any note;
- n reduce the rate or change the time of payment of interest on any note;
- n change the place or currency of payment of principal, premium, if any, or interest on any note;
- n impair the right to institute suit for the enforcement of any payment on any note;
- n reduce the percentage in principal amount of holders of notes of any series whose consent is required to change the indenture for that series of notes;
- n reduce the percentage in principal amount of holders of notes of any series necessary for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults; or
- n modify the provisions on modification and waiver, except to increase any percentage in principal amount of holders of notes whose consent is necessary for such modification or waiver or to add a new provision requiring consent.

We and the trustee may modify or amend the indenture, without the consent of any holder of notes, for any of the following purposes:

- n to evidence the succession by a successor corporation and to provide for the assumption by a successor corporation of our obligations under the indenture;
- n to add to the covenants for the benefit of the holders of all or any of notes or to surrender any right or power conferred upon us in the indenture with respect to all or any of the notes;
- n to add any additional events of default for the benefit of the holders of all or any of the notes;
- n to add guarantees with respect to the notes;
- n to secure the notes;

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- n to add or change any provisions of the indenture to such extent as shall be necessary to permit or facilitate the issuance of notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of notes in uncertificated form;
  - n to comply with the applicable procedures of the depositary;
  - n to add, change or eliminate any provisions of the indenture, provided that any such addition, change or elimination shall:
    - n neither (i) apply to any notes issued prior to the execution of any such amendment or supplement for purposes of making such addition, change or elimination and entitled to the benefit of such provision nor (ii) modify the rights of the holder of any such notes with respect to such provision, or
    - n become effective only when there are no such notes outstanding;
  - n to provide for the acceptance or appointment of a successor or separate trustee;
  - n to cure any ambiguity, defect or inconsistency in the indenture, including to eliminate any conflict with the terms of the Trust Indenture Act; provided that such action shall not adversely affect the rights of the holders of the notes in any material respect;
  - n to supplement any provisions of the indenture to facilitate the defeasance and discharge of all or any of the notes; provided that such action shall not adversely affect the rights of the holders of the notes in any material respect; or
  - n to conform the provisions of the indenture or the notes to the description thereof in any preliminary prospectus supplement as supplemented by any free-writing prospectus related to the offering of the notes.
- The indenture provides that the holders of a majority in aggregate principal amount of the outstanding notes may waive compliance by us with specific restrictive provisions of the indenture on behalf of the holders of all notes. The holders of not less than a majority in principal amount of the outstanding notes may waive any past default under

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the indenture on behalf of all holders of the notes, except a default in the payment of principal, premium, if any, or interest on any note or a default in respect of a covenant or provision of the indenture that cannot be amended without the consent of the holder of each outstanding note affected.

### **Defeasance and Covenant Defeasance**

The following description replaces the description set forth under Description of Debt Securities Discharge and Defeasance of Our Obligations in the accompanying prospectus in its entirety.

We may, at our option, discharge our obligations to holders of the notes that have not already been delivered to the trustee for cancellation and that have either become due and payable or are by their terms to become due and payable, or are scheduled for redemption, within one year. We may effect a discharge by irrevocably depositing with the trustee cash or U.S. government obligations, as trust funds, in an amount sufficient to pay, when due, whether at maturity, upon redemption or otherwise, the principal of, premium, if any, and interest on the notes. We must also pay all other amounts we are obligated to pay under the indenture and deliver to the trustee an opinion of counsel to the effect that all conditions to discharge of the indenture with respect to such notes have been satisfied.

We may also discharge any and all of our obligations to holders of notes at any time, which is referred to as defeasance. We may also be released from the obligations imposed by any covenants of any outstanding notes and provisions of the indenture, and may omit to comply with those covenants without creating an event of default under the trust declaration, which is referred to as covenant defeasance. We may effect defeasance and covenant defeasance only if, among other things, we irrevocably deposit with the trustee cash or U.S. government obligations, as trust funds, in an amount that will provide money in an amount sufficient to pay the principal of, premium, if any, and interest on all outstanding notes on their stated maturities. In addition, we must deliver an opinion of counsel to the trustee. In the case of covenant defeasance, the opinion must be to the effect that holders and beneficial owners of the notes will not recognize gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax on the same amount, in the same manner and at the same times as if no covenant defeasance had occurred. In the case of defeasance, the opinion must be to the effect that we have received a ruling from the United States Internal Revenue Service, the Internal Revenue Service has published a ruling or there has been a change in tax law, and based on that ruling or change, holders and beneficial owners of the notes will not recognize gain or loss for federal income tax purposes as a result of the defeasance and will be subject to federal income tax on the same amount, in the same manner and at the same times as if no defeasance had occurred. We will remain subject to obligations to exchange or register the transfer of notes, to replace stolen, lost or mutilated notes, to maintain paying agencies and to hold moneys for payment in trust.

### **Denominations, Interest, Registration and Transfer**

The notes will be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The principal of, and any premium, or interest on, the notes will be payable in U.S. dollars at the corporate trust office of the trustee, initially located at 60 Wall Street, 27th Floor, New York, NY 10005. Payment of principal of and premium, if any, and interest on a global note registered in the name of or held by DTC or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such global note; provided, however, that in the case of principal and premium, if any, such global note is first surrendered to the paying agent. If any of the notes are no longer represented by a global note, (i) payments of principal, premium, if any, and interest due at maturity or on a redemption date or upon a change of control repurchase date, if any, will be made at the corporate trust office specified above and (ii) payment of interest on certificated notes in definitive form may, at our option, be made by (x) check mailed directly to holders at their registered addresses or (y) upon request of any holder of at least \$1,000,000 principal amount of notes, wire transfer to an account located in the United States maintained by the payee. See Book-Entry System.

We will have the right to require a holder of notes, in connection with any payment on such notes, to certify information to us or, in the absence of such certification, we will be entitled to rely on any legal presumption to enable us to determine our obligation, if any, to deduct or withhold taxes, assessments or governmental charges from such payment. We may at any time designate additional paying agents, remove any paying agents, or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent

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in the place of payment for the notes. All monies we pay to a paying agent for the payment of principal, premium or interest which remain unclaimed at the end of two years after the principal, premium or interest has become due and payable will be repaid to us, subject to any applicable law. After this time, the holder of the note will be able to look only to us for payment.

Any interest not punctually paid on any interest payment date with respect to a note will be defaulted interest and will cease to be payable to the holder on the original regular record date and may either:

n be paid to the holder at the close of business on a special record date for the payment of defaulted interest to be fixed by the trustee; or

n be paid at any time in any other lawful manner, all as more completely described in the indenture.

If the defaulted interest is to be paid on a special record date, notice of the special record date will be mailed to each holder of such note not less than ten days before the special record date.

Subject to certain limitations imposed on notes issued in book-entry form, the notes will be exchangeable for other notes with the same terms and with the same total principal amount and authorized denomination upon surrender of the notes at the corporate trust office of the trustee. In addition, subject to certain limitations imposed upon notes issued in book-entry form, the notes may be surrendered for transfer or exchange at the corporate trust office of the trustee. Every note surrendered for transfer or exchange will be duly endorsed or accompanied by a written instrument of transfer. There will be no service charge on any transfer or exchange of notes, but we may require payment by holders to cover any tax or other governmental charge payable in connection with the transfer or exchange.

If we designate a transfer agent (in addition to the trustee) for the notes, we may at any time remove the transfer agent or approve a change in the location at which the transfer agent acts, except that we will be required to maintain a transfer agent in the place of payment for the notes. We may at any time designate additional transfer agents with respect to the notes.

Neither we nor any trustee will be required to do any of the following:

n issue, register the transfer of or exchange notes during a period beginning at the opening of business 15 days before there is a selection of notes to be redeemed and ending at the close of business on the day of mailing or publication of the relevant notice of redemption;

n register the transfer of or exchange any note, or portion thereof, called for redemption, except the unredeemed portion of any note being only partially redeemed; or

n issue, register the transfer of or exchange any note that has been surrendered for repayment at the option of the holder, except the portion, if any, of the note that is not to be repaid.

## **Global Securities**

The notes will be issued in the form of one or more fully registered global securities that will be deposited with The Depository Trust Company, the initial securities depository for the notes, or its nominee and registered in the name of the depository or its nominee. See Book-Entry System. One or more registered global securities will be issued in a denomination or total denominations equal to the portion of the total principal amount of outstanding registered notes. Unless and until it is wholly exchanged for notes in definitive registered form, a registered global security may not be transferred except as a whole by the depository to its nominee or by a nominee to the depository or another nominee, or by the depository or its nominee to a successor of the depository or the successor depository's nominee.

Ownership of beneficial interests in a registered global security will be limited to persons that have accounts with, or are participants of, the depository for the registered global security or persons that may hold interests through participants. When we issue a registered global security, the depository will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal amounts of the notes represented by the registered global security owned by those participants. The accounts to be credited will be designated by any

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dealers, underwriters or agents participating in the distribution of the notes. Ownership of participants in a registered

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global security will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by the depositary and ownership of persons who hold notes through participants will be reflected on the records of participants. Participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Access to the depositary's system is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a participant, either directly or indirectly, which are referred to herein to as indirect participants. Persons who are not participants or indirect participants may beneficially own registered global securities held by the depositary only through participants or indirect participants.

So long as the depositary, or its nominee, is the registered owner of the global security, the depositary or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by the registered global security for all purposes under the indenture, including notice provisions. Except as set forth below, owners of beneficial interests in a registered global security will not be entitled to have the notes represented by the registered global security registered in their names, will not receive or be entitled to receive physical delivery of the notes in definitive form, and will not be considered the owners or holders thereof under the indenture. Accordingly, each person owning a beneficial interest in a registered global security must rely on the procedures of the depositary and, if such person is not a participant, on the procedures of the participant and, if applicable, the indirect participant through which such person owns its interest, to exercise any rights of a holder under the indenture. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a registered global security desires to give or take any action which a holder is entitled to give or take under the indenture, the depositary would authorize the participants holding the beneficial interests to give or take the action, and the participants and, if applicable, indirect participants would authorize beneficial owners owning through the participants and, if applicable, indirect participants to give or take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Payments of principal of, and any premium or interest on notes represented by a registered global security will be made to the depositary or its nominee, as the case may be, as the registered owner of the registered global security. None of us, the trustee or any other agent of ours or the trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the registered global security or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests.

We expect that once the depositary receives any payment of principal of, and any premium or interest on a registered global security, the depositary will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the registered global security as shown on the records of the depositary. We also expect that payments by participants or, if applicable, indirect participants to owners of beneficial interests in the registered global security held through the participants or, if applicable, indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of the participants or indirect participants as the case may be.

None of us, the trustee, any paying agent, or the security registrar for the notes will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the registered global security for such notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

If the depositary for the notes notifies us that it is at any time unwilling or unable or no longer permitted under applicable law to continue as depositary for a global security representing the notes and we do not appoint a successor depositary for such global security within 90 days after we become aware of the unwillingness, inability or ineligibility, or if an event of default has occurred and is continuing with respect to the notes and the beneficial owners representing a majority in principal amount of the notes represented by the registered global security advise the depositary to cease acting as depositary for such registered global security, we will issue notes in definitive form in exchange for the registered global security. In addition, we may at any time and in our sole discretion determine not to have the notes represented by one or more registered global securities and, in such event, will issue the notes in definitive form in exchange for all of the registered global security or securities representing the notes. Any notes

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issued in definitive form in exchange for a registered global security will be registered in such name or names as the depository shall instruct the trustee. It is expected that such instructions will be based upon directions received by the depository from participants with respect to ownership of beneficial interests in the registered global security.

### **Governing Law**

The indenture and the notes will be governed by, and will be construed in accordance with, the laws of the State of New York.

### **Concerning the Trustee**

Deutsche Bank Trust Company Americas is the trustee under the indenture and has also been appointed by us to act as registrar, transfer agent and paying agent for the notes. Deutsche Bank Trust Company Americas, in each of its capacities, including without limitation as trustee, registrar, transfer agent and paying agent, assumes no responsibility for the accuracy or completeness of the information concerning us or our affiliates or any other party contained in this document or the related documents or for any failure by us or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information.

We maintain banking and other relationships in the ordinary course of business with the trustee and its affiliates, including those described below.

Because the trustee also serves as trustee for previously issued series of our convertible securities, it may be considered to have a conflicting interest and decide to resign as trustee for the notes if a default occurs with respect to the notes or either series of our convertible securities. If the trustee resigns, we will be required to appoint a successor. If we are unable to do so, however, the resignation will not be effective, notwithstanding a conflicting interest.

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**BOOK-ENTRY SYSTEM**

**DTC**

DTC will act as securities depository for the notes. The notes will be issued only as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One or more fully registered global security certificates, representing the total aggregate principal amount of notes, will be issued and will be deposited with DTC and will bear a legend regarding the restrictions on exchanges and registration of transfer referred to below.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer beneficial interests in notes, so long as the corresponding securities are represented by global security certificates.

DTC has advised us that it is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that its direct participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation, which, in turn, is owned by a number of direct participants of DTC and members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation, as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the Financial Industry Regulatory Authority. Access to the DTC system is also available to others, referred to as indirect participants, such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a direct or indirect custodial relationship with a direct participant. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of securities under the DTC system must be made by or through direct participants, which will receive a credit for the securities on DTC's records. The ownership interest of each beneficial owner of securities will be recorded on the direct or indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Under a book-entry format, holders may experience some delay in their receipt of payments, as such payments will be forwarded by the depository to Cede & Co., as nominee for DTC. DTC will forward the payments to its participants, who will then forward them to indirect participants or holders. Beneficial owners of securities other than DTC or its nominees will not be recognized by the relevant registrar, transfer agent, paying agent or trustee as registered holders of the securities entitled to the benefits of the indenture. Beneficial owners that are not participants will be permitted to exercise their rights only indirectly through and according to the procedures of participants and, if applicable, indirect participants.

To facilitate subsequent transfers, all securities deposited by direct participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the securities; DTC's records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of redemption notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. If less than all of the securities of any class are being redeemed, DTC will determine the amount of the interest of each direct participant to be redeemed in accordance with its then current procedures.



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Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to any securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to the issuer as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts securities are credited on the record date (identified in a listing attached to the omnibus proxy).

DTC may discontinue providing its services as securities depository with respect to the notes at any time by giving reasonable notice to us or our agent. Under these circumstances, in the event that a successor securities depository is not obtained, certificates for the notes are required to be printed and delivered. We may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the notes will be printed and delivered to DTC.

As long as DTC or its nominee is the registered owner of the global security certificates, DTC or its nominee, as the case may be, will be considered the sole owner and holder of the global security certificates and all securities represented by these certificates for all purposes under the instruments governing the rights and obligations of holders of such securities. Except in the limited circumstances referred to above, owners of beneficial interests in global security certificates:

- n will not be entitled to have such global security certificates or the securities represented by these certificates registered in their names;
- n will not receive or be entitled to receive physical delivery of securities certificates in exchange for beneficial interests in global security certificates; and
- n will not be considered to be owners or holders of the global security certificates or any securities represented by these certificates for any purpose under the instruments governing the rights and obligations of holders of such securities.

All redemption proceeds, distributions and interest payments on, and notices with respect to, the securities represented by the global security certificates and all transfers and deliveries of such securities will be made to DTC or its nominee, as the case may be, as the registered holder of the securities. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from the issuer or its agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of that participant and not of DTC, the depository, the issuer or any of their agents, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the issuer or its agent, disbursement of such payments to direct participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners will be the responsibility of direct and indirect participants.

Ownership of beneficial interests in the global security certificates will be limited to participants or persons that may hold beneficial interests through institutions that have accounts with DTC or its nominee. Ownership of beneficial interests in global security certificates will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by DTC or its nominee, with respect to participants' interests, or any participant, with respect to interests of persons held by the participant on their behalf. Payments, transfers, deliveries, exchanges, redemptions and other matters relating to beneficial interests in global security certificates may be subject to various policies and procedures adopted by DTC from time to time. None of us, the trustee or any agent for us or them will have any responsibility or liability for any aspect of DTC's or any direct or indirect participant's records relating to, or for payments made on account of, beneficial interests in global security certificates, or for maintaining, supervising or reviewing any of DTC's records or any direct or indirect participant's records relating to these beneficial ownership interests.

Although DTC has agreed to the foregoing procedures in order to facilitate the transfer of interests in the global security certificates among participants, DTC is under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any time. We will not have any responsibility for the performance by DTC or its direct participants or indirect participants under the rules and procedures governing DTC.

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Because DTC can act only on behalf of direct participants, who in turn act only on behalf of direct or indirect participants, and certain banks, trust companies and other persons approved by it, the ability of a beneficial owner of securities to pledge them to persons or entities that do not participate in the DTC system may be limited due to the unavailability of physical certificates for the securities.

DTC has advised us that it will take any action permitted to be taken by a registered holder of any securities under the indenture, only at the direction of one or more participants to whose accounts with DTC the relevant securities are credited.

The information in this section concerning DTC and its book-entry system has been obtained from sources that we believe to be accurate, but they assume no responsibility for the accuracy thereof.

### **Euroclear and Clearstream, Luxembourg**

For so long as DTC acts as the depository, interests in the global security certificate may also be held through Clearstream Banking, société anonyme, which is referred to as Clearstream, Luxembourg, or Euroclear Bank S.A./N.V., as operator of the Euroclear System, which is referred to as Euroclear, in each case, as a participant in DTC. Euroclear and Clearstream, Luxembourg will hold interests, in each case, on behalf of their participants through customers' securities accounts in the names of Euroclear and Clearstream, Luxembourg on the books of their respective depositories, which in turn will hold such interests in customers' securities in the depositories' names in DTC's books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the notes made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those systems. Those systems could change their rules and procedures at any time. We have no control over those systems or their participants, and it takes no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, Luxembourg, on the one hand, and other participants in DTC, on the other hand, would also be subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the notes through these systems and wish, on a particular day, to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream, Luxembourg may need to make special arrangements to finance any purchase or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than transactions within one clearing system.

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**MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES**

The following is a general discussion of the material U.S. federal income tax considerations of the purchase, ownership and disposition of the notes. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the Code), Treasury Regulations promulgated thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect, or to differing interpretations. This discussion only applies to you if you hold notes as capital assets, within the meaning of the Code, and you purchase your notes in this offering for a price equal to their issue price (i.e., the first price at which a substantial amount of the notes are sold for money to the public).

This discussion is for general information only and does not address all of the material tax considerations that may be relevant to you in light of your particular circumstances or to beneficial owners of the notes that are subject to special treatment under U.S. federal income tax laws (such as financial institutions, banks, insurance companies, regulated investment companies, real estate investment trusts, dealers in securities, traders in securities that elect to mark to market, tax-exempt entities or persons holding notes in a tax-deferred or tax-advantaged account, controlled foreign corporations, passive foreign investment companies, corporations that accumulate earnings to avoid U.S. federal income tax and certain U.S. expatriates, U.S. holders (as defined below) whose functional currency is not the U.S. dollar, persons subject to the alternative minimum tax or persons holding notes as a position in a straddle or as part of a hedging, conversion or other integrated transaction for tax purposes). This discussion does not address any state, local or foreign tax consequences or any U.S. federal estate, gift or alternative minimum tax consequences.

For purposes of this discussion, a U.S. holder is a beneficial owner of a note that is, for U.S. federal income tax purposes:

- n an individual citizen or resident of the United States;
- n a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- n an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- n a trust if either (1) a U.S. court can exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (2) the trust was in existence on August 20, 1996, was treated as a U.S. person prior to such date, and has made a valid election to continue to be treated as a U.S. person.

For purposes of this discussion, a non-U.S. holder is a beneficial owner of a note that is not a U.S. holder, not an entity or arrangement treated as a partnership for U.S. federal income tax purposes, and not a partner in such a partnership.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds a note, the tax treatment of the partnership and its partners will generally depend upon the status of the partner, the activities of the partnership, and certain determinations made at the partner level. A prospective purchaser of the notes that is treated as a partnership for U.S. federal income tax purposes, or a partner in such a partnership, should consult its own tax advisors regarding the U.S. federal income tax considerations relating to the purchase, ownership and disposition of the notes.

Persons considering the purchase of the notes should consult their own tax advisors with respect to the U.S. federal income tax considerations relating to the purchase, ownership and disposition of the notes in light of their own particular circumstances, as well as the effect of any state, local, foreign and other tax laws.

**U.S. holders**

Under certain circumstances as described under Description of Notes Interest Rate Adjustments, we will be obligated to pay additional interest on the notes, which may implicate the provisions of Treasury regulations relating to contingent payment debt instruments. We intend to take the position that the notes should not be treated as contingent payment debt instruments because of such potential additional interest payments, and therefore we also intend to treat any such payment of additional interest as taxable to you as additional ordinary income at the time



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you receive the additional interest or when it accrues in accordance with your regular method of accounting for U.S. federal income tax purposes. Our position is binding on you, unless you disclose in the proper manner to the IRS that you are taking a different position. Our position is not, however, binding on the IRS and if the IRS were to challenge this position, the amount and timing of interest income recognized on your notes could differ and you might be required to treat income realized on the taxable disposition of a note as ordinary income rather than capital gain. You should consult your own tax advisors as to the U.S. federal income and other tax consequences relating to the payment of these additional interest payments. The following discussion is based on the assumption that the notes should not be treated as contingent payment debt instruments.

***Interest Income.***

If you are a U.S. holder of the notes, you would be taxed on interest paid under the notes as ordinary income at the time the interest is received or when it accrues, depending on your method of accounting for tax purposes. Such interest would constitute income from sources within the United States for U.S. foreign tax credit purposes.

***Sale, Exchange, Redemption or Other Taxable Disposition of the Notes.***

Upon the sale, exchange, redemption or other taxable disposition of a note, if you are a U.S. holder, you generally would recognize capital gain or loss equal to the difference between (i) the amount of cash proceeds and the fair market value of any property received on the sale, exchange, redemption or other taxable disposition (excluding any portion attributable to accrued and unpaid interest, which will be taxable as ordinary income if not previously included in your taxable income) and (ii) your tax basis in the note. Your tax basis in a note would generally be equal to the amount paid for the note. Capital gain of certain non-corporate U.S. holders is generally taxed at preferential rates if the holding period for the note is greater than one year at the time of the disposition. The deductibility of capital losses is subject to limitations. Any gain or loss generally will be treated as income or loss from within the United States for U.S. foreign tax credit purposes.

***Medicare Tax.***

For taxable years beginning after December 31, 2012, a U.S. holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8% tax on the lesser of (1) the U.S. holder's net investment income for the relevant taxable year and (2) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). A U.S. holder's net investment income will generally include its interest income and any net gains from the disposition of the notes, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of this tax to your income and gains in respect of your investment in the notes.

***Non-U.S. holders***

Subject to the discussion below concerning backup withholding, if you are a non-U.S. holder, payments of principal and interest with respect to a note held by or for you would not be subject to U.S. federal income or withholding tax, provided that, in the case of interest, (i) the interest is not effectively connected with the conduct of a trade or business in the United States by you, (ii) you do not own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of MF Global Holdings Ltd. entitled to vote, (iii) you are not a controlled foreign corporation that is related, directly or indirectly, to MF Global Holdings Ltd. through sufficient stock ownership or a bank receiving interest described in Section 881(c)(3)(A) of the Code, and (iv) the statement requirement set forth in Section 871(h) or Section 881(c) of the Code (as described below) has been fulfilled with respect to you.

In general, Sections 871(h) and 881(c) of the Code require that, in order to obtain the exemption from U.S. federal withholding tax described in the paragraph above, you must provide a statement to the withholding agent to the effect that you are not a U.S. person. Such requirement generally would be fulfilled if you certify on Internal Revenue Service ( IRS ) Form W-8BEN, under penalties of perjury, that you are not a U.S. person and you provide your name and address. In the case of notes held by a foreign intermediary (other than a qualified intermediary ) or

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a foreign partnership (other than a withholding foreign partnership), the foreign intermediary or partnership, as the case may be, generally must provide IRS Form W-8IMY to the withholding agent with the required attachments, including an appropriate certification by each beneficial owner.

You would generally not be subject to U.S. federal income or withholding tax on gain realized on the sale, exchange, redemption or other taxable disposition of a note, unless (i) you are an individual who is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption or other taxable disposition and certain other conditions are met or (ii) such gain is effectively connected with the conduct by you of a trade or business in the United States (in each case, subject to the provisions of an applicable income tax treaty).

If you are engaged in a trade or business in the United States, and if amounts treated as interest for U.S. federal income tax purposes on a note or gain realized on the sale, exchange, redemption or other taxable disposition of a note are effectively connected with the conduct of such trade or business, although you generally would be exempt from U.S. federal withholding tax described above, you would generally be subject to regular U.S. federal income tax on such effectively connected income or gain on a net-income basis in the same manner as if you were a U.S. holder (subject to the provisions of an applicable income tax treaty). In lieu of the IRS forms described above, you would be required to provide IRS Form W-8ECI to the withholding agent in order to claim an exemption from U.S. federal withholding tax. In addition, if you are a corporation, you may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of your effectively connected earnings and profits for the taxable year, subject to certain adjustments.

If you are an individual who is present in the United States for 183 days or more during the taxable year of the sale, exchange, redemption or other taxable disposition of a note and certain other conditions are met, you may be subject to a tax of 30% on the gain derived from such sale, exchange, redemption or other taxable disposition, which gain may be offset by certain capital losses.

### **Backup withholding and information reporting**

Principal payments and interest paid or accrued on a note and the proceeds from a sale, exchange or other taxable disposition of a note generally will be subject to information reporting. In addition, such amounts may be subject to backup withholding (currently imposed at a rate of 28%) if a U.S. holder fails to provide its correct taxpayer identification number, or to make required certification, or otherwise comply with applicable requirements of the backup withholding rules. In the case of a non-U.S. holder, backup withholding generally would not apply to payments on, or proceeds from the sale, exchange, redemption or other taxable disposition of a note if the statement referred to in the second paragraph above under the heading "Non-U.S. Holders" has been received. Withholding agents must nevertheless report to the IRS and to each non-U.S. holder the amount of interest paid with respect to the notes held by such non-U.S. holder and the rate of withholding (if any) applicable to such non-U.S. holder. Backup withholding is not an additional tax and, accordingly, a beneficial owner may obtain a refund of backup withholding, or such backup withholding may be applied as a credit against such beneficial owner's U.S. federal income tax liability, provided in each case that the beneficial owner timely furnishes the required information to the IRS.

THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON YOUR PARTICULAR SITUATION. YOU SHOULD CONSULT YOUR TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO YOU OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS.

**Table of Contents****UNDERWRITING (CONFLICTS OF INTEREST)**

Subject to the terms and conditions set forth in the underwriting agreement to be dated on or about August , 2011, among us and the underwriters named in the table below, we have agreed to sell to the underwriters and the underwriters have severally agreed to purchase from us, the principal amount of notes indicated in the table below. Jefferies & Company, Inc. is the representative of the underwriters.

<b>UNDERWRITER</b>	<b>PRINCIPAL AMOUNT OF NOTES</b>
Jefferies & Company, Inc.	\$
Total	\$

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the notes if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the several underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

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

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

**Commission and Expenses**

The underwriters have advised us that they propose to offer the notes to the public at the initial public offering price set forth on the cover page of this prospectus supplement and to certain dealers at that price less a concession not in excess of \$ per note. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of \$ per note to certain brokers and dealers. After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representative. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

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

Per note	PAID BY US	
		%
Total	\$	

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately \$460,000.

**Determination of Offering Price**

Prior to the offering, there has not been a public market for the notes. Consequently, the public offering price for the notes will be determined by negotiations between us and the underwriters. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the public offering price will correspond to the price at which the notes will trade in the public market subsequent to the offering or that an active trading market for the notes will develop and continue after the offering.

**No Listing**

The notes are not listed on any securities exchange or included in any quotation system.

**Stabilization**

The underwriters have advised us that, pursuant to Regulation M under the Securities Exchange Act of 1934, as amended, certain persons participating in the offering may engage in transactions, including stabilizing bids, syndicate covering transactions or the imposition of penalty bids, which may have the effect of stabilizing or maintaining the market price of the notes at a level above that which might otherwise prevail in the open market. A stabilizing bid is a bid for the purchase of notes on behalf of the underwriters for the purpose of fixing or maintaining the price of the notes. A syndicate covering transaction is the bid for or the purchase of notes on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the notes originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member. Neither we nor any of the underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

**Conflicts of Interest**

Affiliates of one or more of the underwriters may receive 5% or more of the net proceeds of this offering by reason of the repayment of outstanding indebtedness under our liquidity facility. Accordingly, one or more of the underwriters may have a conflict of interest within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, and this offering will be conducted pursuant to the requirements of that rule. Pursuant to Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering, as the offering is of debt securities that are investment grade rated. Pursuant to Rule 5121(c), none of the underwriters with a conflict of interest are



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permitted to confirm sales to any account over which they exercise discretionary authority without the specific written approval of the accountholder.

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### **Notice to Prospective Investors in the European Economic Area**

This prospectus supplement has been prepared on the basis that any offer of the notes offered hereby in any Relevant Member State (as defined below) will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of the notes offered hereby. Accordingly, any person making or intending to make an offer in that Relevant Member State of the notes which are the subject of the offering contemplated in this prospectus supplement may only do so in circumstances in which no obligation arises for us to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor the underwriter have authorized nor do we or the underwriter authorize the making of any offer of the notes offered hereby in circumstances in which an obligation arises for us or the underwriter to publish a prospectus for such offer.

In relation to each Member State of the European Economic Area which implemented the Prospectus Directive (each, a Relevant Member State), the underwriter 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 the notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of the notes to the public in that Relevant Member State at any time:

- (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 representatives for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of the notes shall result in a requirement for the publication by us of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of the notes to the public in relation to any of the 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 Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, and the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

Except as specified in the paragraph below, each subscriber for or purchaser of the notes in the offering located within a Member State of the European Economic Area will be deemed to have represented, acknowledged and agreed that it is a qualified investor within the meaning of Article 2(1)(e) of the Prospectus Directive. We, the underwriter and its affiliates, and others will rely on the truth and accuracy of the foregoing representation, acknowledgement and agreement.

A person who is not a qualified investor and who has notified the underwriter of such fact in writing may, with the consent of the underwriter, be permitted to subscribe for or purchase the notes in this offering.

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### **Notice to Prospective Investors in the United Kingdom**

The underwriters have represented and agreed that:

(a) 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 Financial Services and Markets Act 2000, as amended (the FSMA ) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

### **Notice to Prospective Investors in France**

Neither this prospectus supplement nor any other offering material relating to the notes described in this prospectus supplement has been submitted to the clearance procedures of the *Autorité des Marchés Financiers* or of the competent authority of another member state of the European Economic Area and notified to the *Autorité des Marchés Financiers*. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus supplement nor any other offering material relating to the notes has been or will be:

a) released, issued, distributed or caused to be released, issued or distributed to the public in France; or

b) used in connection with any offer for subscription or sale of the notes to the public in France.

Such offers, sales and distributions will be made in France only:

a) to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), in each case investing for their own account, all as defined in, and in accordance with, articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*;

b) to investment services providers authorized to engage in portfolio management on behalf of third parties; or

c) in a transaction that, in accordance with article L.411-2-II-1°-or-2°-or 3° of the French *Code monétaire et financier* and article 211-2 of the General Regulations (*Règlement Général*) of the *Autorité des Marchés Financiers*, does not constitute a public offer (*appel public à l'épargne*).

The notes may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French *Code monétaire et financier*.

### **Notice to Prospective Investors in Hong Kong**

The notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to professional investors within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder or (iii) in other circumstances which do not result in the document being a prospectus within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of 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 within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

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### **Notice to Prospective Investors in Singapore**

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; (ii) where no consideration is or will be given for the transfer; (iii) where the transfer is by operation of law; or (iv) as specified in Section 276(7) of the SFA.

### **Notice to Prospective Investors in Japan**

The notes offered in this prospectus supplement have not been registered under the Securities and Exchange Law of Japan. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan, except (i) pursuant to an exemption from the registration requirements of the Securities and Exchange Law and (ii) in compliance with any other applicable requirements of Japanese law.

### **Notice to Prospective Investors in Korea**

The notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act, and have not been offered, sold or delivered, directly or indirectly, in Korea or to any Korean resident (as such term is defined in the Foreign Exchange Transaction Law of Korea) for a period of one year from the date of issuance of the notes, except as otherwise permitted by applicable Korean laws and regulations.

### **Notice to Prospective Investors in the People's Republic of China**

The notes are being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities and funds laws of the People's Republic of China.

### **Notice to Prospective Investors in the Republic of China**

The underwriters have represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, at any time, directly or indirectly, any notes acquired by it as part of the offering in the Republic of China or to, or for the account or benefit of, any resident of the Republic of China.

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**VALIDITY OF SECURITIES**

The validity of the notes offered hereby will be passed upon for us by Sullivan & Cromwell LLP, New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Fried, Frank, Harris, Shriver & Jacobson LLP, New York, New York.

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**EXPERTS**

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus supplement by reference to the Annual Report on Form 10-K for the fiscal year ended March 31, 2011, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

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**PROSPECTUS**

**Debt Securities**

**Preferred Stock**

**Common Stock**

**Warrants**

MF Global Holdings Ltd. may, from time to time, offer to sell debt securities, preferred stock, common stock and warrants. The debt securities, preferred stock and warrants may be convertible into or exercisable or exchangeable for our common stock, preferred stock or other securities. We may offer and sell these securities from time to time in amounts, at prices and on terms that will be determined at the time of the applicable offering.

Each time securities are offered pursuant to this prospectus, we will provide a prospectus supplement and attach it to this prospectus. The prospectus supplement will contain more specific information about the terms of the offering and the offered securities. A prospectus supplement may also update, modify or supersede information contained in this prospectus. This prospectus may not be used to offer or sell securities unless accompanied by a prospectus supplement describing the method and terms of the applicable offering.

We may offer and sell the securities directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. If any agents, dealers or underwriters are involved in the sale of any of our securities, the applicable prospectus supplement will set forth any applicable commissions or discounts. See *Plan of Distribution* for a further description of the manner in which we may dispose of the securities covered by this prospectus.

Our common stock is currently listed on the New York Stock Exchange under the symbol MF . On February 23, 2010, the closing sale price of our common stock on the New York Stock Exchange was \$6.79 per share.

You should carefully read this prospectus and the applicable prospectus supplement, together with the documents incorporated herein by reference, before you make your investment decision.

***See the information referenced in Risk Factors beginning on page 6 of this prospectus, to read about factors you should consider before buying any of our debt securities, preferred stock, common stock or warrants.***

**Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**





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**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or SEC, using a shelf registration process. Under this shelf process, we may sell the securities described in this prospectus in one or more offerings. Each time we sell securities, we will provide a prospectus supplement together with this prospectus that will contain specific information about the terms of the offering. The accompanying prospectus supplement may also add, update or change information contained in this prospectus. If information varies between this prospectus and the accompanying prospectus supplement you should rely on the information in the accompanying prospectus supplement. You should read both this prospectus and the accompanying prospectus supplement together with the additional information described under *Where You Can Find More Information*.

**WHERE YOU CAN FIND MORE INFORMATION**

We are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public through the SEC's Internet site at <http://www.sec.gov>.

We have filed with the SEC a registration statement on Form S-3 relating to the securities covered by this prospectus. This prospectus is a part of the registration statement and does not contain all of the information in the registration statement. Whenever a reference is made in this prospectus to a contract or other document of ours, please be aware that the reference is only a summary and that you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's Internet site.

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**INCORPORATION OF CERTAIN INFORMATION BY REFERENCE**

The SEC's rules allow us to incorporate by reference information into this prospectus. This means that we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this prospectus from the date we file that document. Any reports filed by us with the SEC after the date of this prospectus and before the date that the offering of the securities by means of this prospectus is terminated will automatically update and, where applicable, supersede any information contained in this prospectus or incorporated by reference in this prospectus.

We incorporate by reference into this prospectus the following documents or information filed by us with the SEC (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with SEC rules):

Our Annual Report on Form 10-K for the fiscal year ended March 31, 2009 and filed on June 10, 2009. See Special Note Regarding Incorporated Financial Statements and Financial Disclosures for a discussion of material in our Annual Report on Form 10-K for the fiscal year ended March 31, 2009 that has been amended and superseded in subsequent filings that are incorporated herein by reference;

Our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2009 and filed on August 7, 2009;

Our Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2009 and filed on November 6, 2009;

Our Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2009 and filed on February 5, 2010;

Our Current Reports on Form 8-K filed on April 3, 2009, August 7, 2009, October 5, 2009 and February 1, 2010;

Our Current Report on Form 8-K12G3 filed on January 5, 2010;

The description of our capital stock included under the caption Description of Capital Stock in a prospectus, dated December 1, 2009, which was filed pursuant to Rule 424(b)(3) on December 1, 2009 (the Final Prospectus), and which related to our Registration Statement on Form S-4/A, dated November 30, 2009, filed on November 30, 2009;

The description of our 9.00% Convertible Senior Notes due 2038 included under the caption 9.00% Convertible Notes due 2038 under Item 3.02 of our Current Report on Form 8-K filed on June 26, 2008;