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Pricing Supplement to the <u>Prospectus dated April 6, 2009</u> and the Prospectus Supplement dated April 6, 2009 — No. 703

\$11,129,000

# The Goldman Sachs Group, Inc.

5.10% Notes due 2024 Medium-Term Notes, Series D

We will pay you interest on your notes on a monthly basis at a rate of 5.10% per annum on the 15<sup>th</sup> of each month. The made on March 15, 2011.

If requested, we will redeem the notes prior to their stated maturity date upon the death of a beneficial owner who has months. We call this feature the survivor's option. The survivor's option is subject to a limit of \$250,000 on the permitted prin estate of the deceased beneficial owner in any calendar year and to a limit of two percent of the principal amount of all outst pricing supplement in any calendar year. We may waive those limits in our discretion. Any notes accepted for repayment thresurvivor's option normally will be repaid on the earlier of the June 15th or December 15th interest payment date that occurs 6th date of acceptance.

A valid redemption request requires the representative of the deceased beneficial owner to provide the information de Trustee, together with a properly completed redemption request in the form of Appendix A to this pricing supplement. See "A Notes — Survivor's Option to Request Repayment" on page PS-3 for more information.

Initial public offering price Underwriting discount Proceeds, before expenses, to The Goldman Sachs Group, Inc. Per Note 100.000

> 2.62 97.37

The initial public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue must be paid by the purchaser if the notes are delivered after February 10, 2011.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved

http://www.sec.gov/Archives/edgar/data/886982/000119312511027476/d424b2.htm

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passed upon the accuracy or adequacy of this pricing supplement. Any representation to the contrary is a cri

Goldman Sachs may use this pricing supplement, the accompanying prospectus supplement and the accompanying prospectus supplement s

The notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any oth are they obligations of, or guaranteed by, a bank.

the notes. In addition, Goldman, Sachs & Co. or any other affiliate of Goldman Sachs may use this pricing supplement, the asupplement and the accompanying prospectus in a market-making transaction in the notes after their initial sale. *Unless Goldman Sachs may use this pricing supplement, the accompanying prospectus supplement and are being used in a market-making transaction.* 

Goldman, Sachs & Co.

Pricing Supplement dated February 7, 2011.

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#### SPECIFIC TERMS OF THE NOTES

Please note that in this section entitled "Specific Terms of the Notes", references to "The Goldman Sachs Group, Inc. and do not include its consolidated subsidiaries. Also, in this section "holders" mean The Depository Trust Company (DTC) or its nominee and not indirect owners who own beneficial in through participants in DTC. Please review the special considerations that apply to indirect owners in the accompander "Legal Ownership and Book-Entry Issuance".

This pricing supplement no. 703 dated February 7, 2011 (pricing supplement) and the accompanying prospectus date prospectus), relating to the notes, should be read together. Because the notes are part of a series of our debt securities called D, this pricing supplement and the accompanying prospectus should also be read with the accompanying prospectus supplement). Terms used but not defined in this pricing supplement have the meanings given the prospectus or accompanying prospectus supplement, unless the context requires otherwise.

The notes are a separate series of our debt securities under our Medium-Term Notes, Series D program governed by dated as of July 16, 2008 (2008 Indenture), between us and The Bank of New York Mellon, as trustee (Trustee). This pricing specific terms that will apply to your notes. The terms of the notes described here supplement those described in the accommand accompanying prospectus and, if the terms described here are inconsistent with those described there, the terms described

#### Terms of the 5.10% Notes due 2024

**Issuer:** The Goldman Sachs Group, Inc.

Principal amount: \$11,129,000 Specified currency: U.S. dollars (\$) Type of Notes: Fixed rate notes (notes)

**Denominations:** \$1,000 and integral multiples of \$1,000 thereof

Trade date: February 7, 2011

Original issue date: February 10, 2011 Stated maturity date: February 15, 2024

Interest rate: 5.10% per annum

Original issue discount (OID): not applicable

Interest payment dates: the 15th of each month, commencing on

March 15, 2011

Regular record dates: the first day of each month

Day count convention: 30/360 (ISDA)

Business day: New York

Business day convention: following unadjusted

Redemption at option of issuer before stated maturity: not applicable

described under "Additional Information At Option to Request Repayment"

Listing: None

**ERISA:** as described under "Employee Re on page 143 of the accompanying prospec

**CUSIP no.:** 38141E2U2

**Form of notes:** Your notes will be issued represented by a master global note.

You should read the section "Legal Owner in the accompanying prospectus for more in book-entry form

#### Defeasance applies as follows:

- full defeasance i.e., our right to obligations on the note by placing yes
- covenant defeasance i.e., our provisions of the note by placing yes

Pricing Supplement No. 703 dated February 7, 2011

Survivor's option to request repayment: the notes are subject to repayment prior to the stated maturity upon the death of a beneficial owner who owned the notes for at least six months, if requested, subject to certain limitations, as

PS. FDIC: The notes are not bank deposits an effect of Federal Deposit Insurance Corporation or agency, nor are they obligations of, or guarantees.



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#### ADDITIONAL INFORMATION ABOUT THE NOTES

#### **Book-Entry System**

We will issue the notes as a master global note registered in the name of DTC, or its nominee. The sale of the notes was available funds through DTC. You will not be permitted to withdraw the notes from DTC except in the limited situations described prospectus under "Legal Ownership and Book-Entry Issuance — What Is a Global Security? — Holder's Option to Obtain a Situations When a Global Security Will Be Terminated". Investors may hold interests in a master global note through organize or indirectly, in the DTC system.

#### Survivor's Option to Request Repayment

Following the death of the beneficial owner of a note, so long as that note was owned by that beneficial owner or the effor at least six months prior to the request, if requested by the authorized representative of the beneficial owner of that note described below), we agree to redeem any notes prior to the stated maturity unless the notes:

- have been previously redeemed or otherwise repaid, or
- have been declared due and payable before their stated maturity by reason of an event of default under the 200 described in the accompanying prospectus under "Description of Debt Securities We May Offer Default, Ren

Upon the valid exercise of the option to request repayment described in the preceding paragraph (Survivor's Option) a note for repayment (subject to the limitations described below), we will redeem that note, in whole or in part (but in amounts price equal to 100% of the principal amount of the note plus any unpaid interest accrued to (but excluding) the date of repay

Incapital LLC has advised that it intends to make a market in the notes. Depending on market conditions, including ch creditworthiness, the value of the notes may be greater than their principal amount plus any unpaid interest accrued. Accord representative should contact Incapital LLC to determine the market price of the notes and should otherwise careful the notes to Incapital LLC or another market participant rather than redeeming the notes at the principal amount plus to a request for redemption.

To be valid, the Survivor's Option must be exercised by or on behalf of the person who has:

- authority to act on behalf of the deceased beneficial owner of the note, including, without limitation, the persona
  the deceased beneficial owner or the surviving joint owner with the deceased beneficial owner, under the laws of
- the right to sell, transfer or otherwise dispose of an interest in a note and the right to receive the proceeds from and interest payable to the holder of the note.

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The following will be deemed the death of a beneficial owner of a note, and the entire principal amount of the note so redemption by us upon request (with the limitations described below):

- death of a person holding a beneficial ownership interest in a note as a joint tenant or tenant by the entirety with common with the deceased holder's spouse or a tenant in common with a person other than such deceased pe
- death of a person who at the time of his or her death was a beneficiary of a revocable or irrevocable trust that h
  interest in a note may, in the discretion of the Trustee, be deemed the death of a beneficial owner of that note, i
  can be established to the satisfaction of us and the Trustee; and
- death of a person who, at the time of his or her death, was entitled to substantially all of the beneficial ownership
  of whether that beneficial owner was the registered holder of that note, if entitlement to those interests can be e
  us and the Trustee.

In addition, a beneficial ownership interest will be deemed to exist:

- in typical cases of nominee ownership, ownership under the Uniform Transfers to Minors Act or Uniform Gifts to property or other joint ownership arrangements between a husband and wife; and
- in custodial and trust arrangements where one person has all of the beneficial ownership interests in the application.

We have the discretionary right to limit the aggregate principal amount of notes as to which exercises of the Survivor's from authorized representatives:

- of all deceased beneficial owners in any calendar year to an amount equal to 2% of the principal amount of all of pricing supplement as of the end of the most recent calendar year (two percent aggregate limitation); and
- of any individual deceased beneficial owner of notes to \$250,000 in any calendar year (\$250,000 limitation).

In addition, we will not permit the exercise of the Survivor's Option except in principal amounts of \$1,000 and integral thereof.

We may, at our option, redeem interests of any deceased beneficial owner in the notes in any calendar year in excess optional redemption by us of this kind, to the extent it exceeds the \$250,000 limitation for any deceased beneficial owner, wi computation of the two percent aggregate limitation for redemption of the notes for that or any other calendar year.

We may also, at our option, redeem interests of deceased beneficial owners in the notes in any calendar year in an agreeding the two percent aggregate limitation. Any optional redemption by us of this kind, to the extent it exceeds the two posts be considered in calculating the two percent aggregate limitation for any other calendar year.

Furthermore, any optional redemption by us with respect to a deceased beneficial owner's interest in the notes is inap other deceased beneficial owner's interest in the notes. In

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other words, we may waive any applicable limitations with respect to a deceased beneficial owner but not make the same or other deceased beneficial owners.

Each election to exercise the Survivor's Option will be accepted in the order that elections are received by the Trustee acceptance of which would contravene either the two percent aggregate limitation or the \$250,000 limitation. Upon any dete in excess of the \$250,000 limitation or the two percent aggregate limitation, notes will be redeemed in the order of receipt of Trustee. Each tendered note that is not accepted in any calendar year due to the application of either the two percent aggregimitation will be deemed to be tendered in the following calendar year in the order in which all such notes were originally tendered.

Notes accepted for repayment through the exercise of the Survivor's Option normally will be redeemed on the earlier of December 15th interest payment date that occurs 60 or more calendar days after the date of the acceptance. For example, if tendered through a valid exercise of the Survivor's Option is May 1, 2011, and interest on that note is paid monthly on the 15th normally, at our option, repay that note on the interest payment date occurring on December 15, 2011, because the June 15th would occur less than 60 days from the date of acceptance. Any redemption request may be withdrawn by the person(s) predelivery of a written request for withdrawal given by the participant on behalf of the person(s) to the Trustee not less than 30th date. If a note tendered through a valid exercise of the Survivor's Option is not accepted, the Trustee will deliver a notice by through whom the note was tendered that states the reason that note has not been accepted for redemption.

With respect to notes represented by a master global note (such as these notes), DTC or its nominee is the depositary the notes and the institution that has an account with the depositary of the notes is referred to as the "participant".

To obtain redemption pursuant to exercise of the Survivor's Option for a note, the deceased beneficial owner's author the following items to the participant in DTC through which the beneficial interest in the note is held by the deceased benefic

- a written request for redemption signed by the authorized representative of the deceased beneficial owner with member firm of a registered national securities exchange or of the Financial Institution Regulatory Authority, Incor trust company having an office or correspondent in the United States and a written instruction to notify the Tr representative's desire to obtain redemption pursuant to exercise of the Survivor's Option;
- appropriate evidence satisfactory to us and the Trustee:
  - (a) that the deceased was the beneficial owner of the note at the time of death and his or her interest in the deceased beneficial owner or his or her estate for at least six months prior to the request for redemptior
  - (b) that the death of the beneficial owner has occurred.
  - (c) of the date of death of the beneficial owner, and
  - (d) that the representative has authority to act on behalf of the beneficial owner;

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- if applicable, a properly executed assignment or endorsement;
- tax waivers and any other instruments or documents that we or the Trustee reasonably require in order to estab ownership of the note and the claimant's entitlement to payment;
- any additional information we or the Trustee reasonably require to evidence satisfaction of any conditions to the Option or to document beneficial ownership or authority to make the election and to cause the redemption of the
- if the interest in the note is held by a nominee of the deceased beneficial owner, a certificate satisfactory to us a nominee attesting to the deceased's beneficial ownership of such note.

After the representative provides the information to the participant, the participant will then deliver each of these items Goldman, Sachs & Co. in its capacity as administrator of the Survivor's Option on our behalf, together with evidence satisfact the participant stating that it represents the deceased beneficial owner. The participant will then need to deliver to the Truste substantially in the form attached as Appendix A to this pricing supplement.

All questions regarding the eligibility or validity of any exercise of the Survivor's Option will be determined by us, in ou determination will be final and binding on all parties.

Subject to arrangements with the depositary, payment for interests in the notes to be redeemed will be made to the deposition amount specified in the redemption requests submitted to the Trustee by the depositary that are to be fulfilled in copresentation of the notes to the Trustee for redemption.

Additional redemption request forms for the exercise of the Survivor's Option may be obtained from the Trustee at The 2001 Bryan Street, 9th Floor, Dallas, TX 75201, Attention: Survivor Options Processing, telephone: (800) 254-2826, fax: (24)

During any time in which the notes are not represented by a master global note and are issued in definitive form:

- all references in this section of the pricing supplement to participants and the depositary, including the deposita and procedures, will be deemed inapplicable;
- all determinations that the participants are required to make as described in this section will be made by us, include determining whether the applicable decedent is in fact the beneficial owner of the interest in the notes to be red and whether the representative is duly authorized to request redemption on behalf of the applicable beneficial or
- all redemption requests, to be effective, must:
  - be delivered by the representative to the Trustee, with a copy to us;
  - if required by the Trustee and us, be in the form of the attached redemption request with appropriate ch
     Trustee and us to reflect the fact that the

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- redemption request is being executed by a representative, including provision for signature guarantees;
- be accompanied by the note that is the subject of the redemption request or, if applicable, a properly ex endorsement, in addition to all documents that are otherwise required to accompany a redemption requence is a nominee of the deceased beneficial owner, a certificate or letter from the nominee attesting to beneficial interest in the note must also be delivered.

#### United States Federal Income Tax Consequences

You should carefully consider, among other things, the matters set forth under "United States Taxation" in the accompand the accompanying prospectus. The following discussion supplements the section "United States Taxation" in the accompand the accompanying prospectus and is subject to the limitations and exceptions set forth therein.

Purchase, Sale and Retirement. If you are a United States holder, please see the discussion under "United States Tax Securities — United States Holders — Purchase, Sale and Retirement of the Debt Securities" in the accompanying prospec treatment when you sell or retire your notes. In addition, capital gain of a non-corporate United States holder that is recognize before January 1, 2013 is generally taxed at a maximum rate of 15% where the holder has a holding period greater than one

Medicare Tax. For taxable years beginning after December 31, 2012, a United States holder that is an individual or estinto 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 United States income" for the relevant taxable year and (2) the excess of the United States holder's modified adjusted gross income for the threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstatincome will generally include its interest income and its net gains from the disposition of notes, unless such interest paymen ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or tradi States holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the and gains in respect of your investment in the notes.

Backup Withholding and Information Reporting. Please see the discussion under "United States Taxation — Taxation Withholding and Information Reporting" in the accompanying prospectus for a description of the applicability of the backup v reporting rules to payments made on your notes. In addition, pursuant to recently enacted legislation, certain payments in recorporate United States holders after December 31, 2011 may be subject to information reporting and backup withholding.

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#### SUPPLEMENTAL PLAN OF DISTRIBUTION

The Goldman Sachs Group, Inc. and the underwriters for this offering named below have entered into a terms agreement agreement with respect to the notes. Subject to certain conditions, each underwriter named below has severally agreed to p notes indicated in the following table.

Underwriters

Goldman, Sachs & Co. Incapital LLC Total

Notes sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the coverage The underwriters intend to purchase the notes from The Goldman Sachs Group, Inc. at a purchase price equal to the initial public offering price of the principal amount of the notes. Any notes sold by the underwriters to securities dealers may be solved public offering price of up to 1.400% of the principal amount of the notes. Any such securities dealers may resell any notes proceed to certain other brokers or dealers at a discount from the initial public offering price of up to 0.200% of the principal amount of notes are not sold at the initial public offering price, the underwriters may change the offering price and the other selling terms.

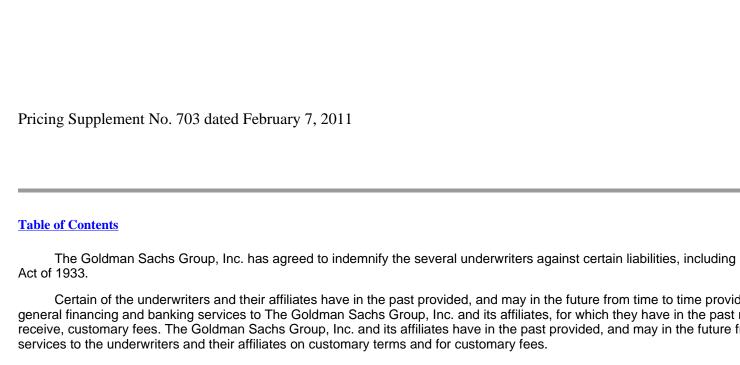
Please note that the information about the initial public offering price and net proceeds to The Goldman Sachs Group, relates only to the initial sale of the notes. If you have purchased a note in a market-making transaction by Goldman, Sachs The Goldman Sachs Group, Inc. after the initial sale, information about the price and date of sale to you will be provided in a

Each underwriter has represented and agreed that it will not offer or sell the notes in the United States or to United States or sales are made by or through FINRA member broker-dealers registered with the U.S. Securities and Exchange Co.

The Goldman Sachs Group, Inc. estimates that its share of the total offering expenses, excluding underwriting discourpaid to Goldman, Sachs & Co. or any other underwriter, will be approximately \$298,500.

The provision regarding the market-making activities of Goldman, Sachs & Co. described under "Plan of Distribution – Affiliates" on page 142 of the accompanying prospectus does not apply to the notes. Goldman, Sachs & Co. does *not* intended notes. However, in the future, Goldman, Sachs & Co. or other affiliates of The Goldman Sachs Group, Inc. may decide to remarket-making transactions, with resales being made at prices related to prevailing market prices at the time of resale or at information about the plan of distribution and possible market-making activities, see "Plan of Distribution" in the accompanying prospectus supplement.

The notes are a new issue of securities with no established trading market. The Goldman Sachs Group, Inc. has been they intend to make a market in the notes. Incapital LLC is not obligated to do so and may discontinue market-making at any assurance can be given as to the liquidity of the trading market for the notes.



#### **Conflicts of Interest**

Goldman, Sachs & Co. is an affiliate of The Goldman Sachs Group, Inc. and, as such, has a "conflict of interest" in this FINRA Rule 5121. Consequently, the offering is being conducted in compliance with the provisions of Rule 5121. Goldman, sell notes in this offering to an account over which it exercises discretionary authority without the prior specific written approve

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#### APPENDIX A — FORM OF REDEMPTION REQUEST

The Bank of New York Mellon, Attention: Survivor Options Processing, 2001 Bryan Street, 9th Floor, Dallas, TX 75201 Telephone: (800) 254-2826

Fax: (241) 468-6405

with a copy to:

Goldman, Sachs & Co., PIPG — Americas, 200 West, 4th Floor, New York, NY 10282-2198 Telephone: (212) 357-4612 Fax: (212) 428-1577

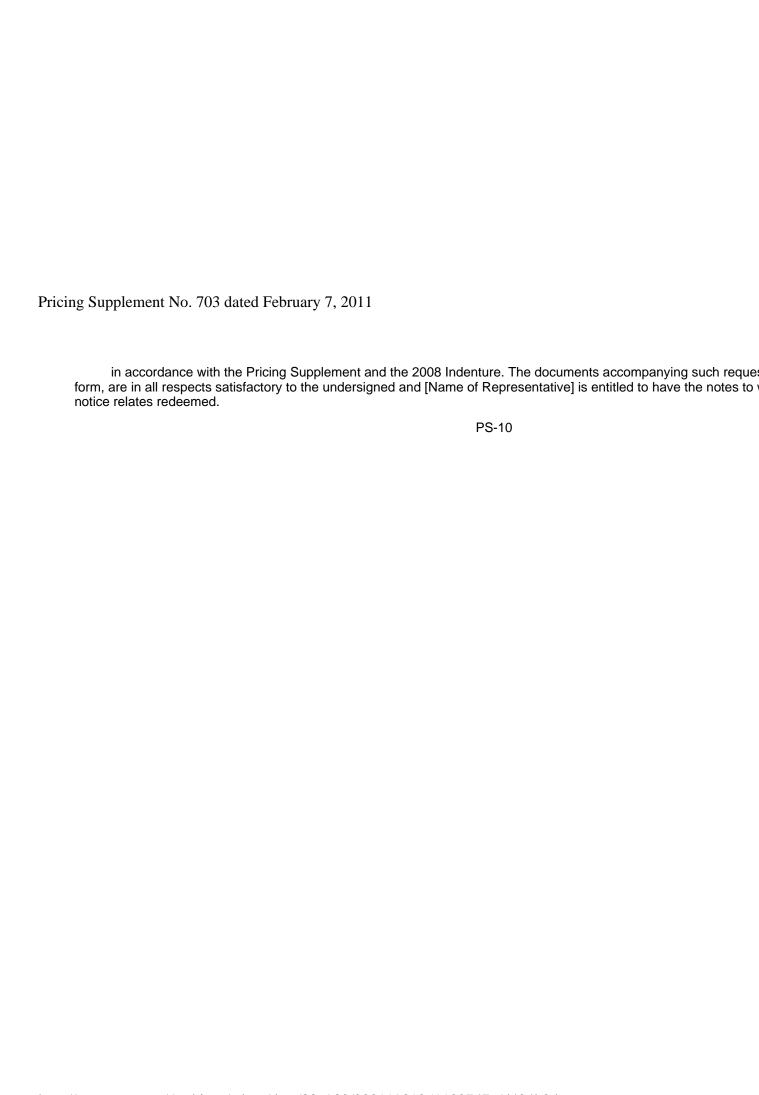
# THE GOLDMAN SACHS GROUP, INC. MEDIUM-TERM NOTES, SERIES D

5.10% Notes due 2024 (the "notes") CUSIP no. 38141E2U2

The undersigned (the "Participant") is, or is acting on behalf of, the beneficial owner of a portion of the notes specified outstanding face amount equal to the amount set forth at the end of this redemption request notice. The undersigned hereby Survivor's Option as described under "Additional Information About the Notes — Survivor's Option to Request Repayment" i 703 dated February 7, 2011 to the accompanying prospectus dated April 6, 2009 and the accompanying prospectus suppler (collectively, the "Pricing Supplement").

The undersigned, , does hereby certify, pursuant to the provisions set forth in the Pricing Supplement and dated as of July 16, 2008, as amended, modified or supplemented from time to time (the "2008 Indenture"), between The Go "Issuer") and The Bank of New York Mellon, as trustee (the "Trustee"), to The Depository Trust Company (the "Depositary"), that:

- 1. [Name of deceased Beneficial Owner] is deceased.
- 2. [Name of deceased Beneficial Owner] had a \$ beneficial interest in the above-referenced notes.
- 3. [Name of Representative] is [Beneficial Owner's personal representative/other person authorized to represent Owner/surviving joint tenant/surviving tenant by the entirety/trustee of a trust] of [Name of deceased Beneficial Owner undersigned a request for redemption in form satisfactory to the undersigned, requesting that \$ principal amounts of the principal principal amounts of the undersigned principal amounts



Pric	ing S	Supp	lement	No.	703	dated	February	v 7.	2011	١
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- 4. The Participant holds the beneficial interest in the outstanding face amount of the notes indicated at the end with respect to which this redemption request is being made on behalf of [Name of deceased Beneficial Owner].
- 5. The Participant hereby certifies that it will indemnify and hold harmless the Depositary, the Trustee and the Is officers, directors, agents, attorneys and employees), against all damages, loss, cost, expense (including reasonable fees), obligations, claims or liability incurred by the indemnified party or parties as a result of or in connection with the this redemption request notice relates. The Participant will, at the request of the Issuer, forward to the Issuer a copy o [Name of Representative] in support of the request for redemption.
- 6. On the redemption date for the notes to which this redemption request notice relates, the Participant will bool a price equal to the applicable redemption value, facing The Bank of New York Mellon DTC participant code 1541.
- 7. The Participant acknowledges and understands that Incapital LLC has advised that it intends to make a mark value of the notes may be greater than their principal amount plus any unpaid interest accrued. The Participant has consulted with [name of Representative] as to whether a better price may be obtained by selling the notes to market participant rather than redeeming the notes at principal amount plus any unpaid interest accrued.

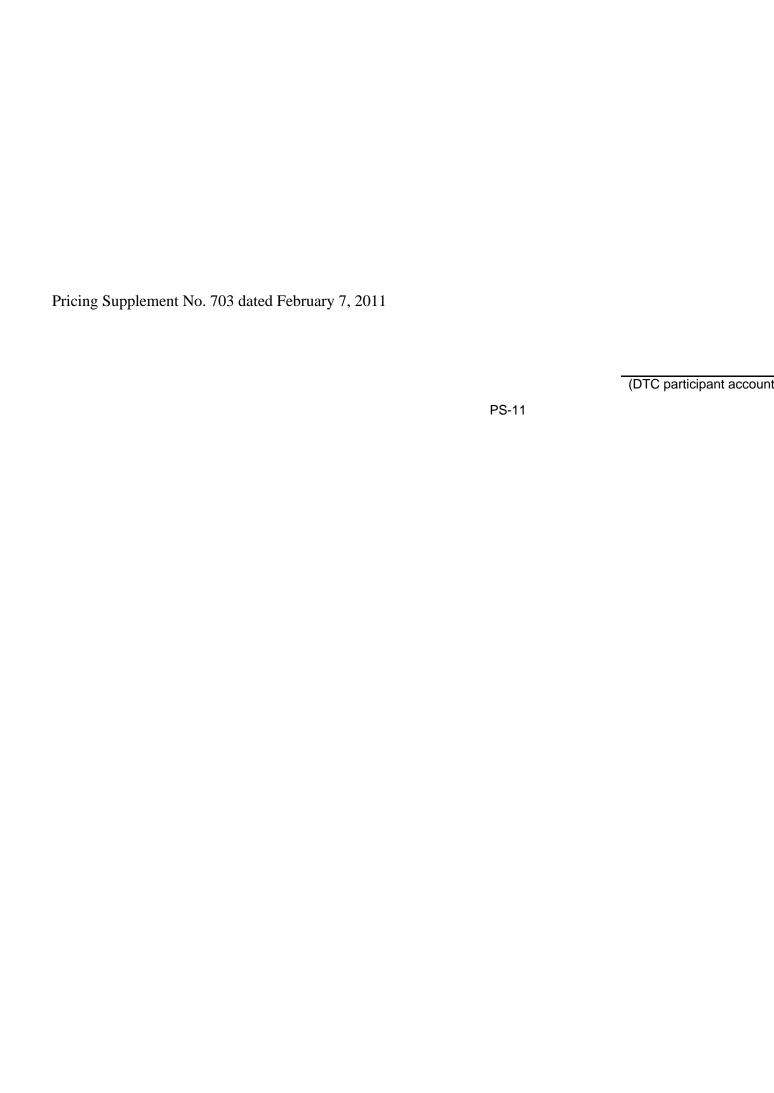
The undersigned hereby represents that it has been duly authorized by the Representative to act on behalf of the dec

Terms used and not defined in this redemption request notice have the meanings given to them in the Pricing Suppler notes will be governed by the terms of the notes.

Face amount of notes to be redeemed:		
(must be a multiple of \$1,000 or integral multiples thereof)		
IN WITNESS WHEREOF, the undersigned has executed this redemption request a	as of	, 20 .
		[PARTICIPANT NAME]
	Ву:	
		Name:
		(Title)

(Telephone No.)

(Fax No.)



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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this pricing supplement and the accompanying prospectus supplement and prospectus. This pricing supplement is an offer to sell only the notes offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this pricing supplement is current only as of its date.

\$11,129,00

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## The Goldman Sachs

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Medium-Term Notes



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