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424B2 1 d424b2.htm PRICING SUPPLEMENT NO. 535 DATED SEPTEMBER 13, 2010

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Pricing Supplement to the [Prospectus dated April 6, 2009](#) and the  
[Prospectus Supplement dated April 6, 2009](#) — No. 535

\$13,536,000

## The Goldman Sachs Group, Inc.

5.00% Notes due 2025  
Medium-Term Notes, Series D

We will pay you interest on your notes on a monthly basis at a rate of 5.00% per annum on the 15<sup>th</sup> of each month. The first interest payment will be made on October 15, 2010.

If requested, we will redeem the notes prior to their stated maturity date upon the death of a beneficial owner who has owned the notes for 30 consecutive months. We call this feature the survivor's option. The survivor's option is subject to a limit of \$250,000 on the permitted principal amount of the deceased beneficial owner in any calendar year and to a limit of two percent of the principal amount of all outstanding notes of the same series in any calendar year. We may waive those limits in our discretion. Any notes accepted for repayment through the exercise of the survivor's option normally will be repaid on the earlier of the June 15<sup>th</sup> or December 15<sup>th</sup> interest payment date that occurs 60 or more calendar days after the date of death.

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

|   |                            |
|---|----------------------------|
| Initial public offering price                               | Per \$1,000 of face amount |
| Underwriting discount                                       | 10                         |
| Proceeds, before expenses, to The Goldman Sachs Group, Inc. | 90                         |

The initial public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue from the date of issuance and will be paid by the purchaser if the notes are delivered after September 16, 2010.

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

<http://www.sec.gov/Archives/edgar/data/886982/000119312510210433/d424b2.htm>

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

Goldman Sachs may use this pricing supplement, the accompanying prospectus supplement and the accompanying pro  
notes. In addition, Goldman, Sachs & Co. or any other affiliate of Goldman Sachs may use this pricing supplement, the accomp  
the accompanying prospectus in a market-making transaction in the notes after their initial sale. *Unless Goldman Sachs or its a  
otherwise in the confirmation of sale, this pricing supplement, the accompanying prospectus supplement and the accompanying  
market-making transaction.*

**Goldman, Sachs & Co.**

**Incapita**

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<http://www.sec.gov/Archives/edgar/data/886982/000119312510210433/d424b2.htm>

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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." mean only The Goldman Sachs Group, Inc. and do not include its consolidated subsidiaries. Also, in this section, references to "The Depository Trust Company (DTC) or its nominee and not indirect owners who own beneficial interests in notes" mean The Depository Trust Company (DTC) or its nominee and not indirect owners who own beneficial interests in notes. Please review the special considerations that apply to indirect owners in the accompanying prospectus, under "Legal Entry Issuance".*

*This pricing supplement no. 535 dated September 13, 2010 (pricing supplement) and the accompanying prospectus dated July 16, 2008 (prospectus), relating to the notes, should be read together. Because the notes are part of a series of our debt securities called "Notes" (collectively, the "Notes"), the pricing supplement and the accompanying prospectus should also be read with the accompanying prospectus supplement, dated July 16, 2008 (prospectus supplement). Terms used but not defined in this pricing supplement have the meanings given them in the 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 our Medium-Term Notes Indenture, dated July 16, 2008 (2008 Indenture), between us and The Bank of New York Mellon, as trustee (Trustee). This pricing supplement supplements the terms of the notes described in the accompanying prospectus supplement and, if the terms described here are inconsistent with those described there, the terms described here are controlling.

### Terms of the 5.00% Notes due 2025

**Issuer:** The Goldman Sachs Group, Inc.  
**Principal amount:** \$13,536,000  
**Specified currency:** U.S. dollars (\$)  
**Type of Notes:** Fixed rate notes (notes)  
**Denominations:** \$1,000 and integral multiples of \$1,000 thereof  
**Trade date:** September 13, 2010  
**Original issue date:** September 16, 2010  
**Stated maturity date:** September 15, 2025  
**Interest rate:** 5.00% per annum  
**Original issue discount (OID):** not applicable  
**Interest payment dates:** the 15<sup>th</sup> of each month, commencing on October 15, 2010  
**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 About the Notes" and "Option to Request Repayment"

**Listing:** None

**ERISA:** as described under "Employee Retirement Income Security Act of 1974" on page 143 of the accompanying prospectus supplement

**CUSIP no.:** 38141E3K3

**Form of notes:** Your notes will be issued in the form of a master global note. You will receive a copy of the "Ownership and Book-Entry Issuance" in the accompanying prospectus supplement for more information about notes issued in book-entry form.

**Defeasance applies as follows:**

- full defeasance — *i.e.*, our right to redeem the note by placing funds in trust for the payment of the note's principal and interest
- covenant defeasance — *i.e.*, our right to redeem the note by placing funds in trust for the payment of the note's principal and interest in accordance with the provisions of the note by placing funds in trust for the payment of the note's principal and interest

**FDIC:** The notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other federal agency. The notes are not obligations of, or guaranteed by, a bank.

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**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

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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 will be made through DTC. You will not be permitted to withdraw the notes from DTC except in the limited situations described in the accompanying prospectus under “Legal Ownership and Book-Entry Issuance — What Is a Global Security? — Holder’s Option to Obtain a Non-Global Security; and Termination of Global Security Will Be Terminated”. Investors may hold interests in a master global note through organizations that participate, directly 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 estate of that beneficial owner at least six months prior to the request, if requested by the authorized representative of the beneficial owner of that note (subject to the limitations 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 2008 Supplemental Indenture in the accompanying prospectus under “Description of Debt Securities We May Offer — Default, Remedies and Waiver of Defaults”.

Upon the valid exercise of the option to request repayment described in the preceding paragraph (Survivor’s Option) and the request for repayment (subject to the limitations described below), we will redeem that note, in whole or in part (but in amounts of not less than 100% of the principal amount of the note plus any unpaid interest accrued to (but excluding) the date of repayment).

Incapital LLC has advised that it intends to make a market in the notes. Depending on market conditions, including changes in the creditworthiness, the value of the notes may be greater than their principal amount plus any unpaid interest accrued. **Accordingly, investors should contact Incapital LLC to determine the market price of the notes and should otherwise carefully consider whether to sell the notes to Incapital LLC or another market participant rather than redeeming the notes at the principal amount plus accrued interest pursuant to the Survivor’s Option.**

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 personal representative of the deceased beneficial owner or the surviving joint owner with the deceased beneficial owner, under the laws of the applicable jurisdiction;
- the right to sell, transfer or otherwise dispose of an interest in a note and the right to receive the proceeds from the sale, transfer or disposition of the 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 held 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 a spouse or with the deceased holder's spouse or a tenant in common with a person other than such deceased person's spouse; and
- death of a person who at the time of his or her death was a beneficiary of a revocable or irrevocable trust that holds a note may, in the discretion of the Trustee, be deemed the death of a beneficial owner of that note, if such beneficiary is not 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 interest in a note, whether that beneficial owner was the registered holder of that note, if entitlement to those interests can be established to the satisfaction of 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 Minors Act, 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 applicable note at the time of death.

We have the discretionary right to limit the aggregate principal amount of notes as to which exercises of the Survivor's Option may be made by our authorized representatives:

- of *all* deceased beneficial owners in any calendar year to an amount equal to 2% of the principal amount of all outstanding notes at the 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 multiples thereof.

We may, at our option, redeem interests of any deceased beneficial owner in the notes in any calendar year in excess of the two percent aggregate limitation for optional redemption by us of this kind, to the extent it exceeds the \$250,000 limitation for any deceased beneficial owner, will not exceed 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 aggregate amount in excess of the two percent aggregate limitation. Any optional redemption by us of this kind, to the extent it exceeds the two percent aggregate limitation, will not 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 inapplicable to the extent that such interest exceeds the two percent aggregate limitation for any calendar year. 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 similar waiver with respect to deceased beneficial owners.

Each election to exercise the Survivor's Option will be accepted in the order that elections are received by the Trustee, except to the extent that such acceptance would contravene either the two percent aggregate limitation or the \$250,000 limitation. Upon any determination by us that acceptance of a note would contravene either the \$250,000 limitation or the two percent aggregate limitation, notes will be redeemed in the order of receipt of redemption requests. If a note is not accepted in any calendar year due to the application of either the two percent aggregate limitation or the \$250,000 limitation, we will tender the note 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 the next interest payment date that occurs 60 or more calendar days after the date of the acceptance. For example, if the acceptance of a note pursuant to a valid exercise of the Survivor's Option is May 1, 2011, and interest on that note is paid monthly on the 15<sup>th</sup> of every month, we will redeem that note on the interest payment date occurring on December 15, 2011, because the June 15, 2011 interest payment date would occur less than 60 calendar days after the date of acceptance. Any redemption request may be withdrawn by the person(s) presenting the request upon delivery of a written request to the participant on behalf of the person(s) to the Trustee not less than 30 days before the redemption date. If a note tendered through the exercise of the Survivor's Option is not accepted, the Trustee will deliver a notice by first-class mail to the participant through whom the note was tendered that the 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 depository of the notes and the institution that has an account with the depository 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 authorized representative must deliver the following items to the participant in DTC through which the beneficial interest in the note is held by the deceased beneficial owner:

- a written request for redemption signed by the authorized representative of the deceased beneficial owner with the member firm of a registered national securities exchange or of the Financial Institution Regulatory Authority, Inc. (FINRA), or a trust company having an office or correspondent in the United States and a written instruction to notify the Trustee of the 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 note was held by the beneficial owner or his or her estate for at least six months prior to the request for redemption,
  - (b) that the death of the beneficial owner has occurred,
  - (c) 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 establish 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 election to document beneficial ownership or authority to make the election and to cause the redemption of the note; and
- if the interest in the note is held by a nominee of the deceased beneficial owner, a certificate satisfactory to us and the Trustee 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 to the Trustee, together with evidence satisfactory to us and the Trustee, stating that it represents the deceased beneficial owner. The participant will then need to deliver to the Trustee a request for redemption of the note, 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 our sole discretion, and our decision 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 depositary in the amount specified in the redemption requests submitted to the Trustee by the depositary that are to be fulfilled in connection with the redemption 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 Bank of America, 100 Main Street, 9th Floor, Dallas, TX 75201, Attention: Survivor Options Processing, telephone: (800) 254-2826, fax: (214) 468-6000.

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 depositary's procedures, will be deemed inapplicable;
- all determinations that the participants are required to make as described in this section will be made by us, including whether the applicable decedent is in fact the beneficial owner of the interest in the notes to be redeemed or is in fact the representative is duly authorized to request redemption on behalf of the applicable beneficial owner; and
- 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 changes to reflect the fact that the



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

### ***U.S. Federal Income Tax Consequences***

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

**Medicare Tax.** For taxable years beginning after December 31, 2012, a U.S. holder that is an individual or estate, or a trust or class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) the U.S. holder's “net investment income” 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 an individual is \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investment income will generally include income from the disposition of notes, unless such interest payments or net gains are derived in the ordinary course of the conduct of 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, please consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the notes.

**Backup Withholding and Information Reporting.** Please see the discussion under “United States Taxation — Taxation of Income” in the accompanying prospectus for a description of the applicability of the backup withholding rules to payments made on your notes. In addition, pursuant to recently enacted legislation, certain payments in respect of the notes to 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 with respect to the notes. Subject to certain conditions, each underwriter named below has severally agreed to purchase the principal amount of the notes set forth 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 original issue price set forth on the cover of this prospectus. The underwriters intend to purchase the notes from The Goldman Sachs Group, Inc. at a purchase price equal to the original issue price of the principal amount of the notes. Any notes sold by the underwriters to securities dealers may be sold at a discount from the original issue price of the principal amount of the notes. Any such securities dealers may resell any notes purchased from the underwriters to certain investors at a discount from the original issue price of up to 0.35% of the principal amount of the notes. If all of the offered notes are not sold, the underwriters may change the offering price and the other selling terms.

Please note that the information about the original issue price and net proceeds to The Goldman Sachs Group, Inc. on the cover of this prospectus is based on the initial sale of the notes. If you have purchased a note in a market-making transaction by Goldman, Sachs & Co. or any other underwriter of the notes, after the initial sale, information about the price and date of sale to you will be provided in a separate confirmation of sale.

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

The Goldman Sachs Group, Inc. estimates that its share of the total offering expenses, excluding underwriting discounts and commissions payable to Goldman, Sachs & Co. or any other underwriter, will be approximately \$431,000.

The provision regarding the market-making activities of Goldman, Sachs & Co. described under "Plan of Distribution — Market-Making Activities" on page 142 of the accompanying prospectus does not apply to the notes. Goldman, Sachs & Co. does *not* intend to make a market in the notes. In the future, Goldman, Sachs & Co. or other affiliates of The Goldman Sachs Group, Inc. may decide to repurchase and resell the notes in certain transactions, with resales being made at prices related to prevailing market prices at the time of resale or at negotiated prices. For more information about the plan of distribution and possible market-making activities, see "Plan of Distribution" in the accompanying prospectus and "Supplemental Plan of Distribution" in this accompanying prospectus supplement.

The notes are a new issue of securities with no established trading market. The Goldman Sachs Group, Inc. has been advised by its counsel to intend to make a market in the notes. Incapital LLC is not obligated to do so and may discontinue market-making at any time without notice. We cannot give any indication as to the liquidity of the trading market for the notes.

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The Goldman Sachs Group, Inc. has agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

Certain of the underwriters and their affiliates have in the past provided, and may in the future from time to time provide, financing and banking services to The Goldman Sachs Group, Inc. and its affiliates, for which they have in the past received, and may in the future receive, customary fees. The Goldman Sachs Group, Inc. and its affiliates have in the past provided, and may in the future from time to time provide, such services to underwriters and their affiliates on customary terms and for customary fees.

### ***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 offering under Rule 2720. Consequently, the offering is being conducted in compliance with the provisions of Rule 2720. Goldman, Sachs & Co. is not making this offering to an account over which it exercises discretionary authority without the prior specific written approval of the account manager.

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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.,  
ESG Group,  
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**

5.00% Notes due 2025 (the “notes”)

CUSIP no. 38141E3K3

The undersigned (the “Participant”) is, or is acting on behalf of, the beneficial owner of a portion of the notes specified above, with an outstanding face amount equal to the amount set forth at the end of this redemption request notice. The undersigned hereby elects the Redemption Option as described under “Additional Information About the Notes — Survivor’s Option to Request Repayment” in the Pricing Supplement dated September 13, 2010 to the accompanying prospectus dated April 6, 2009 and the accompanying prospectus supplement dated September 13, 2010 (“Pricing Supplement”).

The undersigned, \_\_\_\_\_, does hereby certify, pursuant to the provisions set forth in the Pricing Supplement and the 2008 Indenture, dated July 16, 2008, as amended, modified or supplemented from time to time (the “2008 Indenture”), between The Goldman Sachs Group, Inc., as issuer, The Bank of New York Mellon, as trustee (the “Trustee”), to The Depository Trust Company (the “Depository”), to the Issuer and to the undersigned, 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 the Beneficial Owner/surviving joint tenant/surviving tenant by the entirety/trustee of a trust] of [Name of deceased Beneficial Owner] and is requesting a request for redemption in form satisfactory to the undersigned, requesting that \$ \_\_\_\_\_ principal amount of such notes be redeemed in accordance with the Pricing Supplement and the 2008 Indenture. The documents accompanying such request, all of which are in proper form, are being submitted to the undersigned for review and approval.

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satisfactory to the undersigned and [Name of Representative] is entitled to have the notes to which this redemption

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4. The Participant holds the beneficial interest in the outstanding face amount of the notes indicated at the end of the redemption request notice in 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 Issuer (including its officers, directors, agents, attorneys and employees), against all damages, loss, cost, expense (including reasonable attorneys' fees and obligations, claims or liability incurred by the indemnified party or parties as a result of or in connection with the redemption request notice relates. The Participant will, at the request of the Issuer, forward to the Issuer a copy of the documents submitted by the 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 book a redemption 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 market for the notes may be greater than their principal amount plus any unpaid interest accrued. **The Participant has carefully considered [name of Representative] as to whether a better price may be obtained by selling the notes to Incapital LLC or another party, 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 deceased Beneficial Owner.

Terms used and not defined in this redemption request notice have the meanings given to them in the Pricing Supplement No. 535 dated September 13, 2010. All terms not so defined shall 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 as of \_\_\_\_\_, 20\_\_\_\_.

[PARTICIPANT NAME]

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Fax No.)

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(DTC participant account)

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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. You must not rely on any unauthorized information or representations. 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.

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The Goldman Sachs

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**Goldman, Sachs**

**Incapital**