http://www.oblible.com

424B2 1 d424b2.htm PRICING SUPPLEMENT NO. 643 DATED NOVEMBER 29, 2010

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Pricing Supplement to the <u>Prospectus dated April 6, 2009</u> and the <u>Prospectus Supplement dated April 6, 2009</u> — No. 643

\$6,773,000

The Goldman Sachs Group, Inc.

5.25% Notes due 2032 Medium-Term Notes, Series D

We will pay you interest on your notes on a monthly basis at a rate of 5.25% per annum on the 15th of each month. T made on January 15, 2011.

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

A valid redemption request requires the representative of the deceased beneficial owner to provide the information d Trustee, together with a properly completed redemption request in the form of Appendix A to this pricing supplement. See 'the 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. <u>Per</u>

The initial public offering price set forth above does not include accrued interest, if any. Interest on the notes will accommust be paid by the purchaser if the notes are delivered after December 2, 2010.

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Goldman, Sachs & Co.

http://www.oblible.com

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapprove passed upon the accuracy or adequacy of this pricing supplement. Any representation to the contrary is a criminal

The notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any of nor are they obligations of, or guaranteed by, a bank.

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

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

Pricing Supplement dated November 29, 2010.

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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, "us" mean only The Goldman Sachs Group, Inc. and do not include its consolidated subsidiaries. Also, in this sec "holders" mean The Depository Trust Company (DTC) or its nominee and not indirect owners who own beneficial through participants in DTC. Please review the special considerations that apply to indirect owners in the accompunder "Legal Ownership and Book-Entry Issuance".

This pricing supplement no. 643 dated November 29, 2010 (pricing supplement) and the accompanying prospectus of (accompanying prospectus), relating to the notes, should be read together. Because the notes are part of a series of our determination of the pricing supplement and the accompanying prospectus should also be read with the accompany dated April 6, 2009 (accompanying prospectus supplement). Terms used but not defined in this pricing supplement have the accompanying 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 b dated as of July 16, 2008 (2008 Indenture), between us and The Bank of New York Mellon, as trustee (Trustee). This pricin specific terms that will apply to your notes. The terms of the notes described here supplement those described in the according supplement and accompanying prospectus and, if the terms described here are inconsistent with those described there, the controlling.

Terms of the 5.25% Notes due 2032

Issuer: The Goldman Sachs Group, Inc.

Principal amount: \$6,773,000 Specified currency: U.S. dollars (\$) Type of Notes: Fixed rate notes (notes)

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

Trade date: November 29, 2010
Original issue date: December 2, 2010
Stated maturity date: December 15, 2032

Interest rate: 5.25% per annum

Original issue discount (OID): not applicable

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

January 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

described under "Additional Information Al Option to Request Repayment"

Listing: None

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

CUSIP no.: 38141E4B2

Form of notes: Your notes will be issued represented by a master global note. You Ownership and Book-Entry Issuance" in the for more information about notes issued in

Defeasance applies as follows:

- full defeasance i.e., our right obligations on the note by placin investor: yes
- covenant defeasance i.e., ou specified provisions of the note be investor: yes

http://www.sec.gov/Archives/edgar/data/886982/000119312510272105/d424b2.htm

Redemption at option of issuer before stated maturity: not applicable

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

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

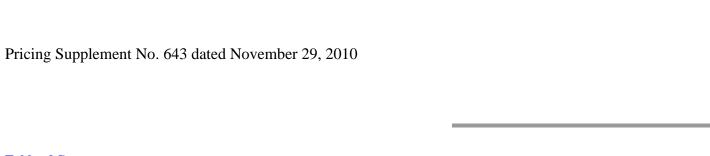


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ADDITIONAL INFORMATION ABOUT THE NOTES

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 available funds through DTC. You will not be permitted to withdraw the notes from DTC except in the limited situations des 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 organ 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 for 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 20 described in the accompanying prospectus under "Description of Debt Securities We May Offer Default, Re

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

Incapital LLC has advised that it intends to make a market in the notes. Depending on market conditions, including c creditworthiness, the value of the notes may be greater than their principal amount plus any unpaid interest accrued. Accorepresentative 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 p 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 person
 the deceased beneficial owner or the surviving joint owner with the deceased beneficial owner, under the laws
 and
- the right to sell, transfer or otherwise dispose of an interest in a note and the right to receive the proceeds from principal 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 p
- death of a person who at the time of his or her death was a beneficiary of a revocable or irrevocable trust that
 interest in a note may, in the discretion of the Trustee, be deemed the death of a beneficial owner of that note,
 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 ownersh
 of whether that beneficial owner was the registered holder of that note, if entitlement to those interests can be
 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 us from authorized representatives:

- of all deceased beneficial owners in any calendar year to an amount equal to 2% of the principal amount of all this 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 integra thereof.

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

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

Notes accepted for repayment through the exercise of the Survivor's Option normally will be redeemed on the earlier December 15th interest payment date that occurs 60 or more calendar days after the date of the acceptance. For example, tendered through a valid exercise of the Survivor's Option is May 1, 2011, and interest on that note is paid monthly on the normally, at our option, repay that note on the interest payment date occurring on December 15, 2011, because the June 1 would occur less than 60 days from the date of acceptance. Any redemption request may be withdrawn by the person(s) prodelivery of a written request for withdrawal given by the participant on behalf of the person(s) to the Trustee not less than 3 date. If a note tendered through a valid exercise of the Survivor's Option is not accepted, the Trustee will deliver a notice by participant 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 deposita of 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 authorovide the following items to the participant in DTC through which the beneficial interest in the note is held by the deceased

- 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, In bank or trust company having an office or correspondent in the United States and a written instruction to notify 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 redemption
 - (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 esta beneficial 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 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 item Goldman, Sachs & Co. in its capacity as administrator of the Survivor's Option on our behalf, together with evidence satisfafrom the participant stating that it represents the deceased beneficial owner. The participant will then need to deliver to the redemption 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 o 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 optincipal amount specified in the redemption requests submitted to the Trustee by the depositary that are to be fulfilled in cupon presentation 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 TI 2001 Bryan Street, 9th Floor, Dallas, TX 75201, Attention: Survivor Options Processing, telephone: (800) 254-2826, fax: (2)

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 deposit regulations 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, indetermining whether the applicable decedent is in fact the beneficial owner of the interest in the notes to be reand whether the representative is duly authorized to request redemption on behalf of the applicable beneficial
- 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 cl the 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 exendersement, in addition to all documents that are otherwise required to accompany a redemption requestion note 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.

U.S. Federal Income Tax Consequences

You should carefully consider, among other things, the matters set forth under "United States Taxation" in the accommand the accompanying prospectus. The following discussion supplements the section "United States Taxation" in the accomplement and 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 special 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 invest taxable year and (2) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain three individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investme its interest income and its net gains from the disposition of notes, unless such interest payments or net gains are derived in conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you a individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to 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 reporting rules to payments made on your notes. In addition, pursuant to recently enacted legislation, certain payments in recorporate U.S. 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 agree agreement with respect to the notes. Subject to certain conditions, each underwriter named below has severally agreed to of 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 original issue price set forth on the cover of underwriters intend to purchase the notes from The Goldman Sachs Group, Inc. at a purchase price equal to the original is 3.60% of the principal amount of the notes. Any notes sold by the underwriters to securities dealers may be sold at a discord of up to 2.00% of the principal amount of the notes. Any such securities dealers may resell any notes purchased from the ubrokers or dealers at a discount from the original issue price of up to 0.35% of the principal amount of the notes. If all of the the original issue price, the underwriters may change the offering price and the other selling terms.

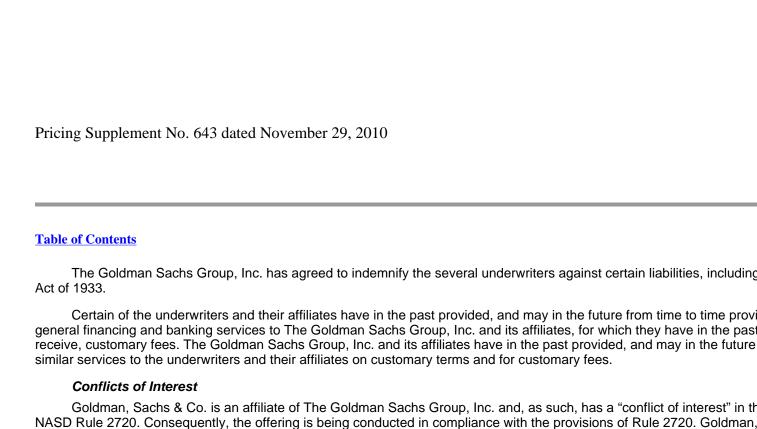
Please note that the information about the original issue price and net proceeds to The Goldman Sachs Group, Inc. only to the initial sale of the notes. If you have purchased a note in a market-making transaction by Goldman, Sachs & Co. Goldman Sachs Group, Inc. after the initial sale, information about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

Each underwriter has represented and agreed that it will not offer or sell the notes in the United States or to United S offers 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 discoupaid to Goldman, Sachs & Co. or any other underwriter, will be approximately \$276,500.

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 rin market-making transactions, with resales being made at prices related to prevailing market prices at the time of resale or 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 an assurance can be given as to the liquidity of the trading market for the notes.



sell notes in this offering to an account over which it exercises discretionary authority without the prior specific written appro-

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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

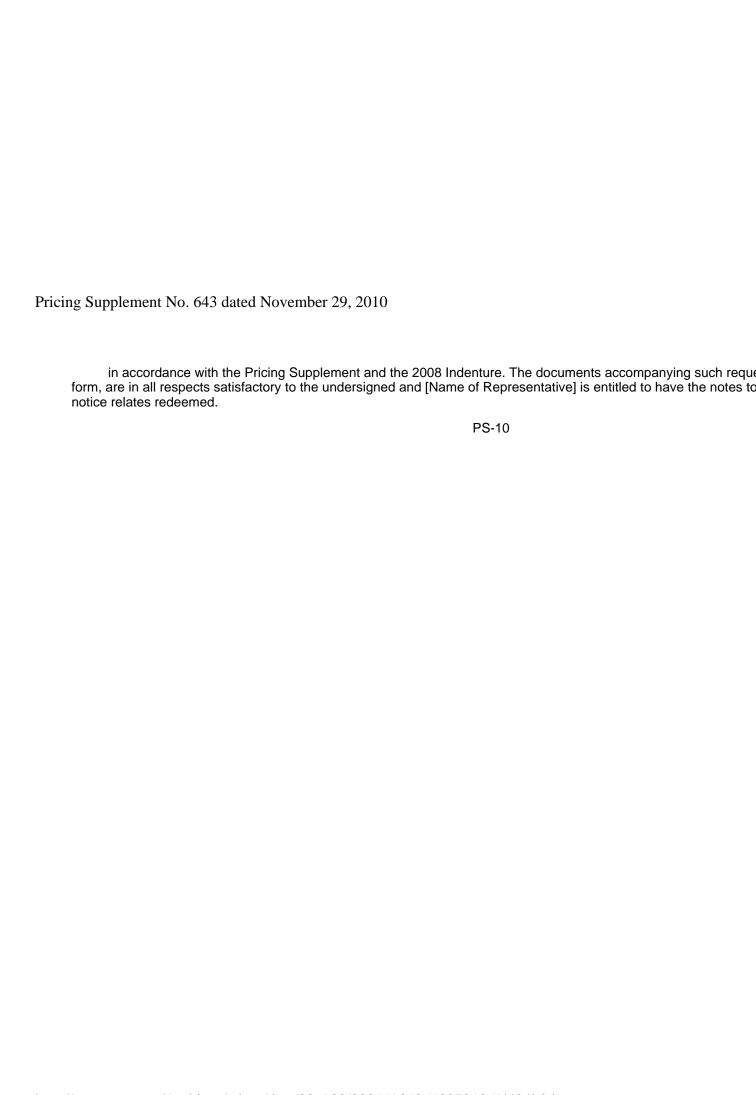
THE GOLDMAN SACHS GROUP, INC. MEDIUM-TERM NOTES, SERIES D

5.25% Notes due 2032 (the "notes") CUSIP no. 38141E4B2

The undersigned (the "Participant") is, or is acting on behalf of, the beneficial owner of a portion of the notes specific 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" 643 dated November 29, 2010 to the accompanying prospectus dated April 6, 2009 and the accompanying prospectus sur (collectively, the "Pricing Supplement").

The undersigned, , does hereby certify, pursuant to the provisions set forth in the Pricing Supplement are dated as of July 16, 2008, as amended, modified or supplemented from time to time (the "2008 Indenture"), between The Gould "Issuer") and The Bank of New York Mellon, as trustee (the "Trustee"), to The Depository Trust Company (the "Depositary") Trustee 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 represe 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 amount of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the person authorized to represe the personal representative of the perso



Pricing Supplement No. 643 dated Noveml	per 29,	2010
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- 4. The Participant holds the beneficial interest in the outstanding face amount of the notes indicated at the end notice with respect to which this redemption request is being made on behalf of [Name of deceased Beneficial Owne
- 5. The Participant hereby certifies that it will indemnify and hold harmless the Depositary, the Trustee and the 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 [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 boo at 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 mai 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 de

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

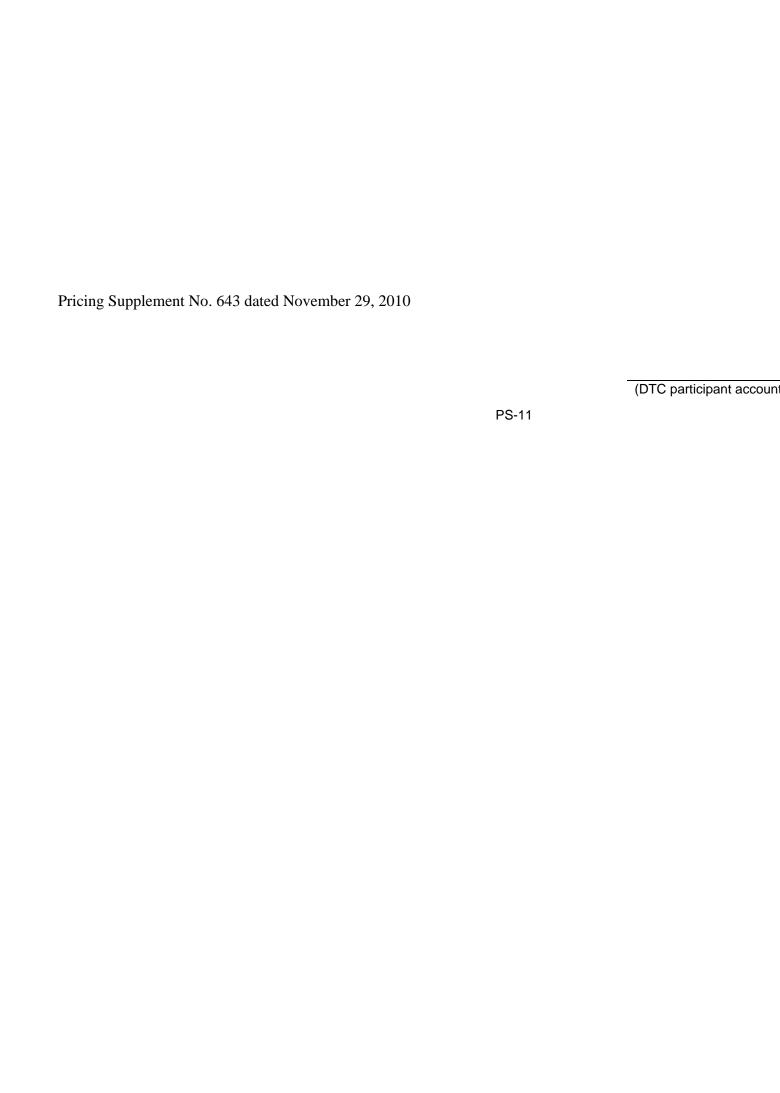


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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this pricing supplement and the accompanying prospectus supplement and prospectus. You must not rely on any unauthorized information 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

5.25% Notes du

\$6,773,00

Medium-Term Notes



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