424B2 1 d493635d424b2.htm PROSPECTUS SUPPLEMENT NO. 2005 DATED FEBRUARY 25, 2013

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Goldman Sachs

Prospectus Supplement to the Prospectus dated September 19, 2011
and the Prospectus Supplement dated September 19, 2011 — No. 2005

The Goldman Sachs Group, Inc.

$23,667,000

Callable Quarterly CMS Spread-Linked Medium-Term Notes,
Series D, due 2028

The notes will mature on the stated maturity date (February 28, 2028).

We may redeem your notes at 100% of their face amount plus any accrued and unpaid interest on any quarterly interest payment date on or after Febr

On the stated maturity date, we will pay you an amount in cash equal to the face amount of your notes *plus* accrued and unpaid interest, if any. The no May 28, 2013. For each of the first four interest periods, interest will be paid at a rate of 9.00% per annum. For each interest period thereafter, the amount of based on the *product* of 4 *times* the CMS spread (the *difference* between the 30-year CMS rate *minus* the 5-year CMS rate on the relevant interest determina Government securities business day preceding the respective interest period) *minus* 0.15%, subject to the maximum interest rate of 9.00% per annum.

For each quarterly interest period after the fourth interest period, the interest rate per annum for such interest period will equal:

- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *greater than* or *equal to* 9.00%, the maximum interest rate of 9.00%;
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *less than* 9.00% but *greater than* 0%, (i) the CMS spread *minus* 0.15% *times* (ii) 4; or
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *equal to* or *less than* 0%, 0%.

After the first four interest periods, if on any interest determination date the 30-year CMS rate does not exceed the 5-year CMS rate by *mor* on your notes for such interest period, even if the CMS spread *minus* 0.15% on subsequent days is *greater than* 0%. Furthermore, the interest rate interest rate of 9.00%.

Your investment in the notes involves certain risks, including, among other things, our credit risk. See page S-4.

The foregoing is only a brief summary of the terms of your notes. You should read the additional disclosure provided herein so that you my better unde investment.

The estimated value of your notes at the time the terms of your notes were set on the trade date (as determined by reference to pricing mod taking into account our credit spreads) was equal to approximately $950 per $1,000 face amount, which is less than the original issue price. The va many factors and cannot be predicted.

Original issue date:	February 28, 2013	**Underwriting discount:**	3.672% of the face amou
Original issue price:	100% of the face amount	**Net proceeds to issuer:**	96.328% of the face am

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed prospectus supplement, the accompanying prospectus supplement or the accompanying prospectus. Any representation to the contrary is a crimi deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency, nor are they obligations of, or guara

Goldman, Sachs & Co.

Prospectus Supplement dated February 25, 2013.

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The issue price, underwriting discount and net proceeds listed on the cover page hereof relate to the notes we sell initially. We may decide to sell addit supplement, at issue prices and with underwriting discounts and net proceeds that differ from the amounts set forth above. The return (whether positive or nega depend in part on the issue price you pay for such notes.

Goldman Sachs may use this prospectus supplement in the initial sale of the offered notes. In addition, Goldman, Sachs & Co., or any other affiliate of supplement in a market-making transaction in a note after its initial sale. ***Unless Goldman Sachs or its agent informs the purchaser otherwise in the confi supplement is being used in a market-making transaction.***

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SUMMARY INFORMATION

We refer to the notes we are offering by this prospectus supplement as the "offered notes" or the "notes". Each of the offered notes, including your and under "Specific Terms of Your Notes" on page S-10. Please note that in this prospectus supplement, references to "The Goldman Sachs Group, Inc.", Goldman Sachs Group, Inc. and do not include its consolidated subsidiaries. Also, references to the "accompanying prospectus" mean the accompanying as supplemented by the accompanying prospectus supplement, dated September 19, 2011, relating to Medium-Term Notes, Series D, of The Goldman Sa "indenture" in this prospectus supplement mean the senior debt indenture, dated July 16, 2008, between The Goldman Sachs Group, Inc. and The Bank o

Key Terms

Issuer: The Goldman Sachs Group, Inc.

CMS spread: on any interest determination date, the *difference* of the 30-year CMS rate *minus* the 5-year CMS rate.

30-year CMS rate: for any interest determination date, the 30-year U.S. dollar interest rate swap rate (as described on page S-11) on such day, subject to adjustment as described elsewhere in this prospectus supplement

5-year CMS rate: for any interest determination date, the 5-year U.S. dollar interest rate swap rate (as described on page S-11) on such day, subject to adjustment as described elsewhere in this prospectus supplement

Face amount: each note will have a face amount equal to $1,000; $23,667,000 in the aggregate for all the offered notes; the aggregate face amount of the offered notes may be increased if the issuer, at its sole option, decides to sell an additional amount of the offered notes on a date subsequent to the date of this prospectus supplement

Supplemental discussion of U.S. federal income tax consequences: We intend to treat the notes as debt instruments subject to the special rules governing contingent payment debt instruments for U.S. federal income tax purposes. Under this treatment, it is the opinion of Sidley Austin LLP that if you are a U.S. individual or taxable entity, you generally should be required to pay taxes on ordinary income from the notes over their term based on the comparable yield for the notes, subject to any positive and negative adjustments based on the actual interest payments on the notes. In addition, any gain you may recognize on the sale or maturity of the notes will be taxed as ordinary

Trade date: February 25, 2013

Original issue date (settlement date): February 28,

Stated maturity date: February 28, 2028, subject to adjustment as described under "Specific Terms of You Maturity Date — Stated Maturity Date" on page S-11

Specified currency: U.S. dollars ("$")

Denominations: $1,000 or integral multiples of $1,00

Interest payment dates: expected to be February 28 each year, beginning on May 28, 2013, and ending on adjustments as described elsewhere in the prospectu

Early redemption: we have the right to redeem your equal to 100% of the face amount *plus* accrued and u date on or after February 28, 2014, subject to five bu

Interest rate: for the first four interest periods, the in each interest period thereafter, subject to our early re based upon the CMS spread on the relevant interest and will be a rate per annum equal to:

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- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *greater than* or *equal to* the maximum interest rate: the maximum interest rate;
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *less than* the maximum interest rate but *greater than* 0%: (i) the CMS spread *minus* 0.15% *times* (ii) 4; or
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *equal to* or *less than* 0%: 0%

Maximum interest rate: 9.00% per annum

Day count convention: 30/360 (ISDA)

Business day convention: following unadjusted

Regular record dates: the scheduled business day immediately preceding each interest payment date

Defeasance: not applicable

No listing: the offered notes will not be listed or displayed on any securities exchange or interdealer market quotation system

Business day: as described on page S-13

U.S. Government securities business day: any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income department of its members be closed for the entire day for purposes of trading in U.S. government securities

Interest determination dates: for each interest peric second U.S. Government securities business day prec

Interest period: the period from and including each ir date, in the case of the initial interest period) to but ex payment date (or the stated maturity date, in the case

FDIC: The notes are not bank deposits and are not in Corporation (the “FDIC”) or any other governmental a guaranteed by, a bank

Calculation agent: Goldman, Sachs & Co.

CUSIP no.: 38141GPC2

ISIN no.: US38141GPC23

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ADDITIONAL RISK FACTORS SPECIFIC TO YOUR NOTES

An investment in your notes is subject to the risks described below, as well as the risks described under "Considerations Relating to Indexed Secu dated September 19, 2011. You should carefully review these risks as well as the terms of the notes described herein and in the accompanying prospectu supplemented by the accompanying prospectus supplement, dated September 19, 2011, of The Goldman Sachs Group, Inc. Your notes are a riskier inves should carefully consider whether the offered notes are suited to your particular circumstances.

The Estimated Value of Your Notes At the Time the Terms of Your Notes Were Set On the Trade Date (as Determined By Reference to Pricing Models Used By Goldman, Sachs & Co.) Was Less Than the Original Issue Price Of Your Notes

The original issue price for your notes exceeds the estimated value of your notes as of the time the terms of your notes were set on the trade date, as determined by reference to Goldman, Sachs & Co.'s pricing models and taking into account our credit spreads. Such estimated value on the trade date is set forth on the cover of this prospectus supplement; after the trade date, the estimated value as determined by reference to these models will be affected by changes in market conditions, our creditworthiness and other relevant factors. If Goldman, Sachs & Co. buys or sells your notes it will do so at prices that reflect the estimated value determined by reference to such pricing models at that time, plus or minus then current bid and ask spread for similar sized trades of structured notes.

In estimating the value of your notes as of the time the terms of your notes were set on the trade date, as disclosed on the front cover of this prospectus supplement, Goldman, Sachs & Co.'s pricing models consider certain variables, including principally our credit spreads, interest rates (forecasted, current and historical rates), volatility, price-sensitivity analysis and the time to maturity of the notes. These pricing models are proprietary and rely in part on certain assumptions about future events, which may prove to be incorrect. As a result, the actual value you would receive if you sold your notes in the secondary market, if any, to others may differ, perhaps materially, from the estimated value of your notes determined by reference to our models due to, among other things, any differences in pricing models or assumptions used by others. See "— The Market Value of Your No That Are Unpredictable and Interrelated in Complex W

The difference between the estimated value of yo notes were set on the trade date and the original issu including principally the underwriting discount and com creating, documenting and marketing the notes, and a amounts we pay to Goldman, Sachs & Co. and the ar in connection with your notes. We pay to Goldman, Sa would pay to holders of a non-structured note with a s Goldman, Sachs & Co. pays to us the amounts we ow

In addition to the factors discussed above, the val time will reflect many factors and cannot be predicted market in the notes, the price quoted by Goldman, Sa market conditions and other relevant factors, including or perceived creditworthiness. These changes may ad including the price you may receive for your notes in a extent that Goldman, Sachs & Co. makes a market in estimated value determined by reference to Goldman time, plus or minus its then current bid and ask spread notes.

Furthermore, if you sell your notes, you will likely l

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market transactions, or the price will likely reflect a dealer discount. This commission or discount will further reduce the proceeds you would receive for your notes in a secondary market sale.

There is no assurance that Goldman, Sachs & Co. or any other party will be willing to purchase your notes at any price and, in this regard, Goldman, Sachs & Co. is not obligated to make a market in the notes. See "— Your Notes May Not Have an Active Trading Market" below.

Furthermore, if you sell your notes, you will likely be charged a commission for secondary market transactions, or the price will likely reflect a dealer discount.

There is no assurance that Goldman, Sachs & Co. or any other party will be willing to purchase your notes; and, in this regard, Goldman, Sachs & Co. is not obligated to make a market in the notes. See "— Your Notes May Not Have an Active Trading Market" below.

The Notes Are Subject to the Credit Risk of the Issuer

Although the return on the notes will be based in part on the relationship between the 5-year CMS rate and the 30-year CMS rate, the payment of any amount due on the notes is subject to our credit risk. The notes are our unsecured obligations. Investors are dependent on our ability to pay all amounts due on the notes, and therefore investors are subject to our credit risk and to changes in the market's view of our creditworthiness. See "Description of the Notes We May Offer — Information About Our Medium-Term Notes, Series D Program — How the Notes Rank Against Other Debt" on page S-4 of the accompanying prospectus supplement.

If the CMS Spread Changes, the Market Value of Your Notes May Not Change in the Same Manner

The price of your notes may move differently than the CMS spread. The CMS spread will vary during the term of the notes based on the relationship between the 5-year CMS rate and the 30-year CMS rate as well as the market's expectation of this relationship in the future. Changes in the CMS spread may not result in a comparable change in the market value of your notes. Even if the CMS spread less 0.15
of the life of the offered notes after the first four intere
may not increase in the same manner. We discuss so
"— The Market Value of Your Notes May Be Influence
Unpredictable and Interrelated in Complex Ways" abo

Because of the long-dated maturity of your notes
CMS spread will have a greater impact on the market
an earlier maturity date. In particular, the expected fu
cause the market value of your notes to decrease eve
may be greater than 0% during some portion of the lif
expectations about the performance of the CMS spre
degree of uncertainty and may be based on assumpti
incorrect. Even if the expected future performance of
notes, this uncertainty may result in market participan
performance when determining the market value of yo

If the CMS Spread Minus 0.15% Is Less than or
Determination Date for Any Interest Period Afte
Interest Will Be Paid for tha

Because of the formula used to calculate the inte
event that on the relevant interest determination date
interest periods the 30-year CMS rate does not excee
0.15%, no interest will be paid for such interest perio
subsequent days is *greater than* 0%. Therefore, if the
5-year CMS rate by *more than* 0.15% for a prolonged
after the first four interest periods, including interest d
interest during the affected interest periods. In such c
payments on some or all of the interest

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payment dates, the overall return you earn on your notes may be less than you would have earned by investing in a non-indexed debt security of comparable maturity that bears interest at a prevailing market rate.

Assuming circumstances where no interest payment is to be made on your notes after the fourth interest period, the present value of your notes as of the original issue date will equal the present value of a bond that pays only the coupons up to and including the fourth interest period, and with the same maturity and face amount issued by us, in each case discounted using current interest rates and credit spreads based on the discount method used by Goldman, Sachs & Co., which may be different from the methods used by others. On the original issue date such present value is approximately 62.5% of the face amount of your notes (you should not base any tax characterization of your notes on such present value).

The Amount of Interest Payable on Your Notes After the First Four Interest Periods Will Not Be Affected by the CMS Spread on Any Day Other Than the Interest Determination Date for the Applicable Interest Period

For each interest period after the first four interest periods, the amount of interest payable on each interest payment date is calculated based on the CMS spread on the interest determination date for the applicable interest period. Although the actual CMS spread on an interest payment date or at other times after the first four interest periods may be higher than the CMS spread on the interest determination date, you will not benefit from the CMS spread at any time other than on such interest determination date.

The Amount of Interest Payable On The Notes In Any Quarter Is Capped

The interest rate will be subject to the maximum interest rate of 9.00% per annum, which will limit the amount of interest you may receive on each interest payment date. Because of the formula used to calculate the interest rate on your notes, if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *greater than* or *equal to* 9.00% per annum, the interest rate after the first four interest periods will be capped at 9.00% per

annum (*equal to* a maximum quarterly interest payme
of notes). Thus, you will not benefit from any increase
2.25%. Furthermore, since the interest rate is determ
least one interest period after the first four interest pe
9.00% per annum, your actual return for such year wi
the interest rate is 9.00% per annum for the remaining
the notes may provide less interest income than an inv

The Historical Levels of the CMS Spread Are Not a CMS Spread

In the past, the level of the CMS spread has exp
note that historical levels, fluctuations and trends of th
indicative of future levels. Any historical upward or dow
indication that the CMS spread is more or less likely t
the first four interest periods, and you should not take
an indication of its future performance.

If You Purchase Your Notes at a Premium to Face Will Be Lower Than the Return on Notes Purchas Certain Key Terms of the Notes Wi

The amount you will be paid for your notes on the
based on the issue price you pay for the notes. If you
the face amount of the notes, then the return on your
maturity date or the date of early redemption will diffe
the return on notes purchased at face amount. If you
amount and hold them to the stated maturity date or t
your investment in the notes will be lower than it would
at face amount or a discount to face amount.

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The Market Value of Your Notes May Be Influenced by Many Factors That Are Unpredictable and Interrelated in Complex Ways

When we refer to the market value of your notes, we mean the value that you could receive for your notes if you chose to sell it in the open market before the stated maturity date. A number of factors, many of which are beyond our control, will influence the market value of your notes, including:

- the 30-year CMS rate and the 5-year CMS rate;
- the volatility — *i.e.*, the frequency and magnitude of changes in — the level of the CMS spread;
- economic, financial, regulatory, political, military and other events that affect CMS rates generally;
- interest rates and yield rates in the market;
- the time remaining until your notes mature; and
- our creditworthiness, whether actual or perceived, and including actual or anticipated upgrades or downgrades in our credit ratings or changes in other credit measures.

These factors, and many other factors, will influence the price you will receive if you sell your notes before maturity, including the price you may receive for your notes in any market making transaction. If you sell your notes before maturity, you may receive less than the face amount of your notes.

You cannot predict the future performance of the CMS spread based on its historical performance. The actual performance of the CMS spread over the life of the offered notes after the first four interest periods, as well as the interest payable on each interest payment date, may bear little or no relation to the hypothetical levels of the CMS spread or to the hypothetical examples shown elsewhere in this prospectus supplement.

Goldman Sachs' Anticipated Hedging Activities M Notes and Cause our Interests and Those of O Contrary to Those of Inves

Goldman Sachs expects to hedge our obligations and/or other instruments linked to the CMS spread. W among other things, purchasing or selling any of the fo linked to the CMS spread, at any time and from time t any of the foregoing on or before the final interest det also enter into, adjust and unwind hedging transaction returns are linked to changes in the level of the CMS s

Any of these hedging or other activities may adve and therefore the market value of your notes and the addition, you should expect that these transactions wi counterparties to have economic interests and incenti directly contrary to, those of an investor in the notes. take, refrain from taking or cease taking any action w the potential effect on an investor in the notes, and ma or other activities while the value of your notes decline

As Calculation Agent, Goldman, Sachs & Co Determinations that Could Affect the Value of Y Receive On Any Interest

As calculation agent for your notes, Goldman, Sa certain determinations that affect your notes, including interest determination date in certain circumstances, w if any, we will pay on any applicable interest payment dates. See "Specific Terms of Your Notes" below. The Sachs & Co. could adversely affect the value of your n

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Goldman, Sachs & Co. with a conflict of interest. We may change the calculation agent at any time without notice and Goldman, Sachs & Co. may resign as calculation agent at any time upon 60 days' written notice to Goldman Sachs.

Your Notes May Not Have an Active Trading Market

Your notes will not be listed or displayed on any securities exchange or included in any interdealer market quotation system, and there may be little or no secondary market for your notes. Even if a secondary market for your notes develops, it may not provide significant liquidity and we expect that transaction costs in any secondary market would be high. As a result, the difference between bid and asked prices for your notes in any secondary market could be substantial.

We Are Able to Redeem Your Notes at Our Option

On any interest payment date on or after February 28, 2014, we will be permitted to redeem your notes at our option. Even if we do not exercise our option to redeem your notes, our ability to do so may adversely affect the value of your notes. It is our sole option whether to redeem your notes prior to maturity and we may or may not exercise this option for any reason. Because of this redemption option, the term of your notes could be anywhere between one and fifteen years.

Certain Considerations for Insurance Companies and Employee Benefit Plans

Any insurance company or fiduciary of a pension plan or other employee benefit plan that is subject to the prohibited transaction rules of the Employee Retirement Income Security Act of 1974, as amended, which we call "ERISA", or the Internal Revenue Code of 1986, as amended, including an IRA or a Keogh plan (or a governmental plan to which similar prohibitions apply), and that is considering purchasing the offered notes with the assets of the insurance company or the assets of such a plan, should consult with its counsel regarding whether the purchase or holding of the offered notes could become a "prohibited transaction" under ERISA, the Internal Revenue Code or any substantially similar prohibition in light of the representations a purchaser or holder in any of the above

categories is deemed to make by purchasing and hold
more detail under "Employee Retirement Income Secu

We May Sell an Additional Aggregate Face Amoun

At our sole option, we may decide to sell an addi
subsequent to the date of this prospectus supplement
subsequent sale may differ substantially (higher or low
provided on the cover of this prospectus supplement.

We Intend to Treat the Notes as Debt Instrument Contingent Payment Debt Instruments for U

We intend to treat the notes as debt instruments
contingent payment debt instruments for U.S. federal
treatment, if you are a U.S. individual or taxable entity
taxes on ordinary income from the notes over their ter
notes, subject to any positive and negative adjustmen
on the notes This comparable yield is determined sole
will be taxed prior to maturity and is neither a predictio
will be. In addition, any gain you may recognize on the
as ordinary interest income. If you are a secondary pu
consequences to you may be different.

It is possible that the Internal Revenue Service co
should be treated as variable rate debt instruments. If
include the full interest payment in ordinary income at
interest payment, depending on your method of accou
your tax advisor concerning possible further U.S. fede
are so treated.

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Please see "Supplemental Discussion of Federal Income Tax Consequences" below for a more detailed discussion. Please also consult your own tax advisor concerning the U.S. federal income tax and any other applicable tax consequences to you of owning your notes in your particular circumstances.

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SPECIFIC TERMS OF YOUR NOTES

We refer to the notes we are offering by this prospectus supplement as the "offered notes" or the "notes". Please note that in this prospectu Goldman Sachs Group, Inc.", "we", "our" and "us" mean only The Goldman Sachs Group, Inc. and do not include its consolidated subsidiaries. Also, refer mean the accompanying prospectus, dated September 19, 2011, as supplemented by the accompanying prospectus supplement, dated September 19, 20 Series D, of The Goldman Sachs Group, Inc. Please note that in this section entitled "Specific Terms of Your Notes", references to "holders" mean those w names, on the books that we or the trustee maintain for this purpose, and not those who own beneficial interests in notes registered in street name or in no The Depository Trust Company. Please review the special considerations that apply to owners of beneficial interests in the accompanying prospectus, und Issuance".

The offered notes are part of a series of debt securities, entitled "Medium-Term Notes, Series D", that we may issue under the indenture from time to time as described in the accompanying prospectus supplement and accompanying prospectus. The offered notes are also "indexed debt securities", as defined in the accompanying prospectus.

This prospectus supplement summarizes specific financial and other terms that apply to the offered notes, including your notes; terms that apply generally to all Series D medium-term notes are described in "Description of Notes We May Offer" in the accompanying prospectus supplement. The terms described here supplement those described in the accompanying prospectus supplement and the accompanying prospectus and, if the terms described here are inconsistent with those described there, the terms described here are controlling.

In addition to those terms described on the first three pages of this prospectus supplement, the following terms will apply to your notes:

Specified currency:

- U.S. dollars ("$")

Form of note:

- global form only: yes, at DTC
- non-global form available: no

Denominations: each note registered in the name of a holder must have a face amount of $1,000 or integral multiples of $1,000 in excess thereof

Defeasance applies as follows:

- full defeasance: no
- covenant defeasance: no

Other terms:

- a business day for your notes will not be the sam medium-term notes, as described under "— Spe

Please note that the information about the settler commission and net proceeds to The Goldman Sachs elsewhere in this prospectus supplement relates only offered notes. We may decide to sell additional notes this prospectus supplement, at issue prices, underwri from the amounts set forth on the front cover page or If you have purchased your notes in a market-making sale of the offered notes, any such relevant informatio a separate confirmation of sale.

We describe the terms of your notes in more det

Payment of Principal on Sta

With respect to the offered notes that have not b we will pay you an amount in cash equal to the outsta

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Stated Maturity Date

The stated maturity date is February 28, 2028, subject to our early redemption right, unless that day is not a business day, in which case the stated maturity date will instead occur on the next succeeding business day.

Interest Payments

During the first four interest periods, the interest rate on the notes will be 9.00% per annum. For each interest period thereafter, the interest rate will be based upon the CMS spread on the relevant interest determination date for such interest period and will be a rate per annum equal to:

- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *greater than* or *equal to* the maximum interest rate, the maximum interest rate;
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *less than* the maximum interest rate but *greater than* 0%, (i) the CMS spread *minus* 0.15% *times* (ii) 4; or
- if (i) the CMS spread *minus* 0.15% *times* (ii) 4 is *equal to* or *less than* 0%, 0%.

The maximum interest rate is 9.00% per annum. Based on the formula used to calculate the interest rate on your notes, you will therefore not benefit from any increases in the CMS spread *minus* 0.15% above 2.25%. Furthermore, if the CMS spread *minus* 0.15% on the relevant interest determination date for any interest period after the first four interest periods is 0% or less, no interest will be paid for such interest period.

The calculation agent will calculate the amount of interest payable on each interest payment date for the applicable interest period after the first four interest periods in the following manner. For each $1,000 face amount of your notes and for each interest period, the calculation agent will calculate the amount of interest to be paid by calculating the *product* of (i) the $1,000 face amount *times* (ii) the interest rate *times* (iii) 90/360.

Interest, if any, will be paid on your notes on the 28th of each February, May, August and November, beginning on May 28, 2013 and ending on
payment date (other than the interest payment date th
on a day that is not a business day, the payment due
postponed to the next day that is a business day; *pro*
interest payment date shall not accrue from and inclu
including the date of payment of such interest as so p
on a day that is not a business day, payment of princi
will be made on the next succeeding business day, an
for the period from and after the stated maturity date.

CMS Rate

In this prospectus supplement, when we refer to
applicable interest determination date, appearing on t
30-year or 5-year index maturity, as the case may be
York City time, on the relevant interest determination
determined in this manner, then:

- The applicable CMS rate for the relevant interest
the basis of the mid-market semi-annual swap ra
swap dealers in the New York City interbank mar
York City time, on any interest determination date
rate means the mean of the bid and offered rates
on a 30/360 day count basis, of a fixed-for-floatin
transaction with a term equal to thirty years or fiv
on the relevant interest determination date, with a
the swap market, where the floating leg, calculat
equivalent to LIBOR with a designated maturity o
determined in accordance with the provisions set
Offer — Interest Rates —

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LIBOR Notes" in the accompanying prospectus supplement. The calculation agent will select the five swap dealers in its sole discretion and will request the principal New York City office of each of those dealers to provide a quotation of its rate.

- If at least three quotations are provided, the CMS rate for that interest determination date will be the arithmetic mean of the quotations described above, eliminating the highest and lowest quotations or, in the event of equality, one of the highest and one of the lowest quotations.
- If fewer than three quotations are provided, the calculation agent will determine the CMS rate in its sole discretion.

CMS Spread

In this prospectus supplement, when we refer to the CMS spread, we mean, for any interest determination date, the *difference* of the 30-year CMS rate *minus* the 5-year CMS rate.

Interest Determination Dates

For each interest period after the first four interest periods, the second U.S. Government securities business day preceding such interest period.

Additional Disclosure about Our Relationship with the Trustee

The Bank of New York Mellon is initially serving as trustee for the indenture under which the notes are being issued. Affiliates of the trustee have underwritten our securities from time to time in the past and may underwrite our securities from time to time in the future. The trustee may have to resign if a default occurs with respect to the notes within one year after any offering of our securities underwritten by an affiliate of the trustee, such as BNY Mellon Capital Markets, LLC, since the trustee would likely be considered to have a conflicting interest for purposes of the Trust Indenture Act of 1939. In that event, except in very limited circumstances, the trustee would be required to resign as trustee under the indenture under which the notes are being issued and we would be required to appoint a successor trustee, unless the default is cured or waived within 90

days. In addition, the trustee can resign for any reaso
required to appoint a successor trustee. If the trustee
reason, it may be difficult to identify and appoint a qua
remain the trustee under the indenture until a success
until a successor is appointed, the trustee will have bo
indenture and (b) a conflicting interest under the inden
Act. In the accompanying prospectus dated Septembe
the Trustee," we describe certain other circumstances
due to a conflict of interest.

Manner of Payr

Any payment on your notes at maturity or upon re
designated by the holder of your notes and approved
New York City, but only when your notes are surrende
pay interest on any interest payment date by check m
the regular record date. We also may make any paym
procedures of the depositary.

Modified Busines

As described in the accompanying prospectus, a
otherwise be due on a day that is not a business day
is a business day, with the same effect as if paid on th
however, the term business day may have a different
medium-term notes. We discuss this term under "— S

Role of Calculatio

The calculation agent in its sole discretion will ma
spread, the 30-year CMS rate, the 5-year CMS rate,
regular record dates, the interest payable, if any, on e
Government securities business days, business

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days, postponement of the stated maturity date and the amount payable on your notes at maturity or redemption, as applicable. Absent manifest error, all determinations of the calculation agent will be final and binding on you and us, without any liability on the part of the calculation agent.

Please note that Goldman, Sachs & Co., our affiliate, is currently serving as the calculation agent as of the date of this prospectus supplement. We may change the calculation agent for your notes at any time after the date of this prospectus supplement without notice and Goldman, Sachs & Co. may resign as calculation agent at any time upon 60 days' written notice to Goldman Sachs.

Our Early Redemption Right

We may redeem your notes, at our option, in whole but not in part, on any interest payment date on or after February 28, 2014, for an amount equal to 100% of the face amount *plus* any accrued and unpaid interest to, but excluding, the redemption date.

If we choose to exercise our early redemption right described in this prospectus supplement, we will notify the holder of your notes and the trustee by giving five business days' prior notice. The day we give the notice, which will be a business day, will be the redemption notice date and the immediately following interest payment date, which we will state in the redemption notice, will be the redemption date. We will not give a redemption notice that results in a redemption date later than the stated maturity date.

If we give the holder a redemption notice, we will redeem the entire outstanding face amount of your notes as follows. On the redemption date, we will pay to the holder of record on the business day immediately preceding the redemption date, the redemption price in cash, together with any accrued and unpaid interest to, but excluding, the redemption date, in the manner described under "Manner of Payment" above.

Special Calculation P

Business Day

When we refer to a business day with respect to
York business day as described under "Description of
Payment Mechanics for Debt Securities — Business D
prospectus.

U.S. Government securities business day

When we refer to a U.S. Government securities b
we mean any day except for a Saturday, Sunday or a
Financial Markets Association recommends that the fi
closed for the entire day for purposes of trading in U.S

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USE OF PROCEEDS

We will use the net proceeds we receive from the sale of the offered notes for the purposes we describe in the accompanying prospectus under "Use of Proceeds".

HEDGING

In anticipation of the sale of the offered notes, we and/or our affiliates have entered into or expect to enter into hedging transactions involving purchases of instruments linked to CMS rates. In addition, from time to time, we and/or our affiliates expect to enter into additional hedging transactions and to unwind those we have entered into, in connection with the offered notes and perhaps in connection with other notes we issue, some of which may have returns linked to CMS rates. Consequently, with regard to your notes, from time to time, we and/or our affiliates:

- expect to acquire or dispose of positions in over-the-counter options, futures or other instruments linked to CMS rates, and/or
- may take short positions in securities of the kind described above — *i.e.*, we and/or our affiliates may sell securities of the kind that we do not own or that we borrow for delivery to purchaser.

We and/or our affiliates may also acquire a long (
your notes from time to time and may, in our or their s
securities.

In the future, we and/or our affiliates expect to cl
offered notes and perhaps relating to other notes with

The hedging activity discussed above may adve notes from time to time and the amount we will pay c Risk Factors Specific to Your Notes" above for a disc

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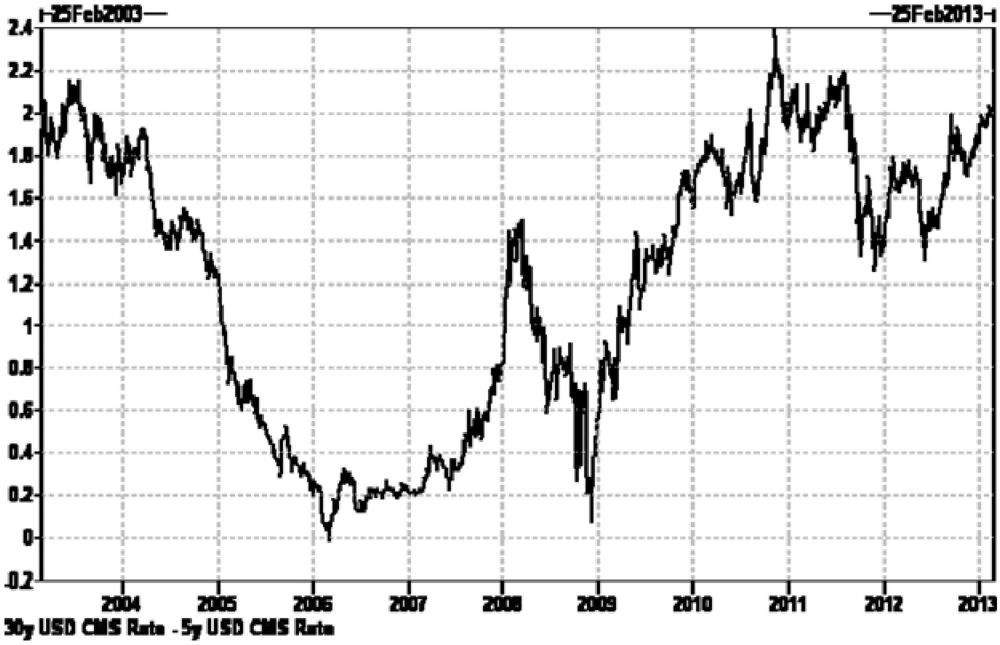
HISTORICAL CMS SPREADS AND HYPOTHETICAL EXAMPLES

Historical CMS Spreads

The graph set forth below illustrates the historical CMS spreads from February 25, 2003 through February 25, 2013. We obtained the CMS spreads shown in the graph from Reuters, without independent verification.

The historical CMS spreads reflected in the graph set forth below are based on actual CMS rate movements during the time period. We cannot assure you, however, that this performance will be replicated in the future or that the historical CMS spreads will serve as a reliable indicator of future performance. The CMS spread has fluctuated in the past and may, in the future, experience significant fluctuations. Any historical upward or downward trend in the CMS spread during the period shown below is not an indication that the CMS spread is more or less likely to increase or decrease at any time after the first four interest periods.

You should not take the historical CMS spreads p
future CMS spreads. We cannot give you any assurar
in you receiving interest payments *greater than* the int
after the first four interest payments if you invested in
comparable maturity that bears interest at a prevailing
affiliates make any representation to you as to the CM
volatility currently being experienced by the financial s
securities markets and recent market declines, it may
receive interest payments less than the interest paym
invested in a non-indexed debt security of comparable
market rate.



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Hypothetical Examples

The following table and examples are provided for purposes of illustration only. They should not be taken as an indication or prediction of future investment results and are intended merely to illustrate how the hypothetical interest rates and the hypothetical interest payments would be calculated for each $1,000 face amount of notes after the first four interest payments.

The table and examples below are based on a range of CMS spreads that are entirely hypothetical; no one can predict what the CMS spread will be on any interest determination date, and no one can predict, after the first four interest periods, whether interest will be paid on your notes during any interest period. The CMS spread has been highly volatile in the past — meaning that the levels of the 30-year CMS rate and the 5-year CMS rate have changed substantially in relatively short periods — and the CMS spread cannot be predicted for any future period.

The information in the following table and examples reflects the method we will use to calculate the interest rate for a given interest period after the first four interest periods and the hypothetical interest payment on the offered notes for such interest period assuming that we have not exercised our early redemption right prior to the interest period in which such interest rate would be applicable. If you sell your notes in a secondary market prior to the stated maturity date, your return will depend upon the market value of your notes at the time of sale, which may be affected by a number of factors that are not reflected in the examples below such as the volatility of the 30-year CMS rate and the 5-year CMS rate and our creditworthiness. In addition, the estimated value of your notes at the time the terms of your notes were set on the trade date (as determined by reference to pricing models used by Goldman, Sachs & Co.) was less than the original issue price of your notes. For more informatio see "Additional Risk Factors Specific to Your Notes — the Time the Terms of Your Notes Were Set On the T to Pricing Models Used By Goldman, Sachs & Co.) W Your Notes" on page S-4 of this prospectus suppleme

For these reasons, the actual 30-year CMS rate determination date for any interest period after the firs interest payable at each interest payment date after t bear little relation to the hypothetical examples shown spreads during recent periods, see "— Historical CMS in the notes, you should consult publicly available infor rates and the 5-year CMS rates between the date of of your purchase of the notes.

The actual interest payment for any interest peric depend on the actual level of the CMS spread on eac applicable interest rate for each interest period will be basis but will apply only to that interest period. In add interest at the hypothetical interest rate below would c exercise our early redemption right prior to the interes be applicable. These values and assumptions have be these examples, and should not be taken as indicative spread. The numbers appearing in the following table of analysis.

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Hypothetical 30-Year CMS Rate	Hypothetical 5-Year CMS Rate	30-Year CMS Rate Less 5-Year CMS Rate (the CMS Spread)	CMS Spread Less 0.15%	Hy Int (P
0.00%	8.00%	-8.00%	-8.15%	
3.00%	5.00%	-2.00%	-2.15%	
5.00%	5.00%	0.00%	-0.15%	
5.00%	4.50%	0.50%	0.35%	
7.00%	6.00%	1.00%	0.85%	
7.00%	4.75%	2.25%	2.10%	
9.00%	3.00%	6.00%	5.85%	
13.00%	2.00%	11.00%	10.85%	

The following examples illustrate how the interest rates set forth in the table above are calculated.

Example 1: Based on a hypothetical 30-year CMS rate of 3.00% and a hypothetical 5-year CMS rate of 5.00%, the interest payable for the relevant interest payment date is calculated as follows:

Step 1: Calculate the CMS spread

The CMS spread is calculated as the *difference* between the hypothetical 30-year CMS rate of 3.00% and the hypothetical 5-year CMS rate of 5.00%:

CMS spread = -2.00%

Step 2: Calculate the interest rate (per annum)

Because 3.00%-5.00% *minus* 0.15% equals
-2.15%, the interest rate for the relevant interest payment date shall be zero.

Step 3: Calculate the quarterly interest payment for the relevant interest period

The amount of interest payment for the relevant interest period equals the *product* of (i) the face amount *times* (ii) the interest rate *times* (iii) the applicable day count convention on a 30/360 basis. No adjustments will be made in the event an interest payment date is not a business day. The interest payment for this interest period is zero because the CMS spread *times*

Example 2: Based on a hypothetical 30-year CM CMS rate of 6.00%, the interest payable for the relev follows:

Step 1: Calculate the CMS spread

The CMS spread is calculated as the *difference* rate of 7.00% and the hypothetical 5-year CMS rate o

7.00% - 6.00% = 1.00%

Step 2: Calculate the interest rate (per annum

The per annum interest rate for the relevant inter *times* (ii) 4.0, subject to the maximum interest rate of *than* zero. Given that 0.85% *times* 4.0 equals 3.40%, 9.00%, the interest rate for the relevant interest paym

Step 3: Calculate the quarterly interest paym

The amount of interest payment for the relevant i face amount *times* (ii) the interest rate *times* (iii) the a

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30/360 basis. No adjustments will be made in the event an interest payment date is not a business day. The interest payment for this interest period with a hypothetical interest payment rate of 3.40% is $8.50 for every $1,000 face amount of notes, calculated as follows:

$1,000 x 3.40% x 90/360 = $8.50

Example 3: Based on a hypothetical 30-year CMS rate of 9.00% and a hypothetical 5-year CMS rate of 3.00%, the interest payable for the relevant interest payment date is calculated as follows:

Step 1: Calculate the CMS spread

The CMS spread is calculated as the *difference* between the hypothetical 30-year CMS rate of 9.00% and the hypothetical 5-year CMS rate of 3.00%:

9.00% – 3.00% = 6.00%

Step 2: Calculate the interest rate (per annum)

The per annum interest rate for the relevant interest period equals (i) 6.00% *minus* 0.15% *times* (ii) 4.0, subject to the maximum interest rate of 9.00% per annum, and shall be *no less than* zero. Given that 5.85% *times* 4.0 equals 23.40%, which is *greater than* 9.00%, the interest rate for the relevant interest payment date shall be 9.00% (that is, shall be set equal to the maximum interest rate).

Step 3: Calculate the quarterly interest payment for the relevant interest period

The amount of interest payment for the relevant interest period equals the *product* of (i) the face amount *times* (ii) the interest rate *times* (iii) the applicable day count convention on a 30/360 basis. No adjustments will be made in the event an interest payment date is not a business day. The interest payment for this interest period with a hypothetical interest rate of 9.00% is $22.50 for every $1,000 face amount of notes, calculated as follows:

$1,000 x 9.00% x 90/360 = $22.50

Example 4: Based on a hypothetical 30-year CMS rate of 13.00% and a hypothetical 5-year CMS rate of 2.00%, the interest payable for the relevant interest payment date is calculated as follows:

Step 1: Calculate the CMS spread

The CMS spread is calculated as the *difference* l
rate of 13.00% and the hypothetical 5-year CMS rate

13.00% – 2.00%= 11.00%

Step 2: Calculate the interest rate (per annum

The per annum interest rate for the relevant intere
times (ii) 4.0, subject to the maximum interest rate of
than zero. Given that 10.85% *times* 4.0 equals 43.40
interest rate for the relevant interest payment date sh
the maximum interest rate).

Step 3: Calculate the quarterly interest paym

The amount of interest payment for the relevant i
face amount *times* (ii) the interest rate *times* (iii) the a
30/360 basis. No adjustments will be made in the eve
business day. The interest payment for this interest pe
9.00% is $22.50 for every $1,000 face amount of not

$1,000 x 9.00% x 90/360 = $22.50

The payment amounts shown above are entirely l
hypothetical interest rates that may not be achieved o
assumptions that may prove to be erroneous. The act
stated maturity date or at any other time, including an
may bear little relation to the hypothetical payment an
should not be viewed as an indication of the financial r
notes. Please read "Additional Risk Factors Specific t
Notes May Be Influenced by Many Factors That are U
Ways" on page S-7.

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We cannot predict the actual CMS spread on any interest determination date or the market value of your notes, nor can we predict the relationship b value of your notes at any time prior to the stated maturity date and after the first four interest periods. The actual interest payment that a holder of the offe payment date after the first four interest payment dates and the rate of return on the offered notes will depend on the actual CMS spread for each interest periods, determined by the calculation agent over the life of your notes. Moreover, the assumptions on which the hypothetical example is based may turn interest amount to be paid in respect of your notes, if any, on each interest payment date and after the first four interest periods may be very different from example above.

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SUPPLEMENTAL DISCUSSION OF FEDERAL INCOME TAX CONSEQUENCES

The following section supplements the discussion of U.S. federal income taxation in the accompanying prospectus.

The following section is the opinion of Sidley Austin LLP, counsel to The Goldman Sachs Group, Inc. It applies to you only if you hold your notes as a capital asset for tax purposes. This section does not apply to you if you are a member of a class of holders subject to special rules, such as:

- a dealer in securities or currencies;
- a trader in securities that elects to use a mark-to-market method of accounting for your securities holdings;
- a bank;
- a life insurance company;
- a tax-exempt organization;
- a person that owns the notes as a hedge or that is hedged against interest rate risks;
- a person that owns the notes as part of a straddle or conversion transaction for tax purposes; or
- a United States holder whose functional currency for tax purposes is not the U.S. dollar.

This section is based on the U.S. Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations under the Internal Revenue Code, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

You should consult your tax advisor concerning the U.S. federal income tax, and other tax consequences of your investment in the notes, including the application of state, local or other tax laws and the possible effects of changes in federal or other tax laws.

United States Ho

This subsection describes the tax consequences
United States holder if you are a beneficial owner of n

- a citizen or resident of the United States;
- a domestic corporation;
- an estate whose income is subject to United Stat
source; or
- a trust if a United States court can exercise prima
administration and one or more United States per
substantial decisions of the trust.

If you are not a United States holder, this section
refer to "— United States Alien Holders" below.

Tax Treatment. The tax treatment of your notes is
notes will depend upon whether the notes are properly
or contingent payment debt instruments. We intend to
debt instruments for U.S. federal income tax purposes
"Alternative Treatments", the discussion below assum
the rules governing contingent payment debt instrume
required to take into account for each accrual period w
projected payment schedule for your notes and applyi
original issue discount on a hypothetical non-continger
payment schedule. This method is applied by first dete
a non-contingent fixed rate debt instrument with terms
"comparable yield") and then determining as of the iss
produce the comparable yield. Under these rules, you
comparable yield. You will not have to

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separately include the amount of interest that you receive, except to the extent of any positive or negative adjustments discussed below.

It is not entirely clear how, under the rules governing contingent payment debt instruments, the maturity date for debt instruments (such as your notes) that provide for an early redemption right should be determined for purposes of computing the comparable yield and projected payment schedule. It would be reasonable, however, to compute the comparable yield and projected payment schedule for your notes (and we intend to make the computation in such a manner) based on the assumption that your

notes will remain outstanding until the stated maturity

We have determined that the comparable yield annum, compounded quarterly. Based on this compara holds a note until maturity and you pay your taxes on determined that you would be required to report the f taking into account any positive or negative adjustmer account based on the actual payments on the notes, f

Accrual Period	Interest Deemed to A During Accrual Perio $1,000 note)
February 28, 2013 through December 31, 2013	$35.56
January 1, 2014 through December 31, 2014	$40.64
January 1, 2015 through December 31, 2015	$39.22
January 1, 2016 through December 31, 2016	$38.25
January 1, 2017 through December 31, 2017	$37.71
January 1, 2018 through December 31, 2018	$37.47
January 1, 2019 through December 31, 2019	$37.46
January 1, 2020 through December 31, 2020	$37.68
January 1, 2021 through December 31, 2021	$38.07
January 1, 2022 through December 31, 2022	$38.62
January 1, 2023 through December 31, 2023	$39.25
January 1, 2024 through December 31, 2024	$39.96
January 1, 2025 through December 31, 2025	$40.72
January 1, 2026 through December 31, 2026	$41.50
January 1, 2027 through December 31, 2027	$42.33
January 1, 2028 through February 28, 2028	$6.89

In addition, we have determined the projected payments for your notes are as follows:

Taxable Year:	Payment on February 28	Payment on May 28	Payment on August 28
2013	N/A	$22.50	$22.50
2014	$22.50	$19.69	$19.04
2015	$17.68	$17.02	$16.36
2016	$14.84	$14.07	$13.44
2017	$12.30	$11.78	$11.32
2018	$10.53	$10.15	$9.80
2019	$9.12	$8.80	$8.50
2020	$7.93	$7.67	$7.44
2021	$6.99	$6.79	$6.63
2022	$6.33	$6.20	$6.12
2023	$5.94	$5.88	$5.81
2024	$5.73	$5.70	$5.68
2025	$5.66	$5.66	$5.65
2026	$5.65	$5.65	$5.65
2027	$5.67	$5.66	$5.66

2028	$1,005.66

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The comparable yield and projected payment schedule are not provided to you for any purpose other than the determination of your interest accruals in respect of your notes, and we make no representation regarding the amount of contingent payments with respect to your notes.

If, during any taxable year, the actual payments with respect to the notes exceed the projected payments for that taxable year, you will incur a "net positive adjustment" under the contingent debt regulations equal to the amount of such excess. You will treat a net positive adjustment as additional interest income in that taxable year.

If, during any taxable year, the actual payments with respect to the notes are less than the amount of projected payments for that taxable year, you will incur a "net negative adjustment" under the contingent debt regulations equal to the amount of such deficit. This net negative adjustment will (a) reduce your interest income on the notes for that taxable year, and (b) to the extent of any excess after the application of (a), give rise to an ordinary loss to the extent of your interest income on the notes during prior taxable years, reduced to the extent such interest was offset by prior net negative adjustments. Any net negative adjustment in excess of the amounts described in (a) and (b) will be carried forward as a negative adjustment to offset future interest income with respect to the notes or to reduce the amount realized on a sale, exchange, redemption or repurchase of the notes. A net negative adjustment is not subject to the two percent floor limitation on miscellaneous itemized deductions.

You are required to use the comparable yield and projected payment schedule that we compute in determining your interest accruals in respect of your notes, unless you timely disclose and justify on your U.S. federal income tax return the use of a different comparable yield and projected payment schedule.

Furthermore, it is possible that any Form 1099-OID you receive in respect of the notes may not take net negative or positive adjustments into account and therefore may overstate or understate your interest inclusions. You should consult your tax advisor as to

whether and how adjustments should be made to the

If you purchase your notes at a price other than t
tax purposes, you must determine the extent to which
for your notes and their adjusted issue price is attribu
projected payment schedule, a change in interest rate
difference accordingly. If the adjusted issue price of y
for your notes, you must make positive adjustments in
would otherwise accrue and include in income each ye
(or decreasing the amount of ordinary loss) recognize
amounts allocated to each of interest and projected p
price of your notes is less than the price you paid for y
adjustments, decreasing (i) the amount of interest tha
and (ii) the amount of ordinary income (or increasing t
upon redemption or maturity by the amounts allocated
schedule. Adjustments allocated to the interest amoun
portion of interest accrues.

The adjusted issue price of your notes will equal
interest deemed to be accrued on your notes (under t
debt instruments) as of the time you purchase your no
interest payments and the projected payments that w
respect to your notes. The original issue price of your
substantial amount of the notes is sold to persons oth
persons or organizations acting in the capacity of und
wholesalers.

Because any Form 1099-OID that you receive wi
negative adjustments resulting from your purchase of
issue price determined for tax purposes, you are urge

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advisor as to whether and how adjustments should be made to the amounts reported on any Form 1099-OID.

You will recognize income or loss upon the sale, exchange, redemption or maturity of your notes in an amount equal to the difference, if any, between the amount of cash you receive at such time and your adjusted basis in your notes. In general, your adjusted basis in your notes will equal the amount you paid for your notes, increased by the amount of interest you previously accrued with respect to your notes (in accordance with the comparable yield for your notes), decreased by the amount of the fixed interest payments and the amount of the projected payments that you were projected to have previously received with respect to your notes and increased or decreased by the amount of any positive or negative adjustment, respectively, that you are required to make if you purchase your notes at a price other than the adjusted issue price determined for tax purposes.

Any income you recognize upon the sale, exchange, redemption or maturity of your notes will be ordinary interest income. Any loss you recognize at such time will be ordinary loss to the extent of interest you included as income in the current or previous taxable years in respect of your notes, and thereafter, capital loss. If you are a non-corporate holder, you would generally be able to use an ordinary loss to offset your income only in the taxable year in which you recognize the ordinary loss and would generally not be able to carry such ordinary loss forward or back to offset income in other taxable years.

Alternative Treatments. It is possible that the IRS could successfully assert that the notes should be treated as variable rate debt instruments for U.S. federal income tax purposes. If the notes are so treated, you will be subject to tax on interest payments, if any, as ordinary income at the time you receive or accrue such payments, depending on your method of accounting for tax purposes and any gain or loss you recognize upon the sale or maturity of your notes will be capital gain or loss. Please see the discussion under "United States Taxation — Taxation of Debt Securities — United States Holders — Variable Rate Debt Securities" in the accompanying prospectus for a detailed description of the tax consequences of owning a variable rate debt instrument.

United States Alien

If you are a United States alien holder, please se
Taxation — Taxation of Debt Securities — United Stat
prospectus for a description of the tax consequences
alien holder if you are the beneficial owner of the note
income tax purposes:

- a nonresident alien individual;
- a foreign corporation; or
- an estate or trust that in either case is not subject
net income basis on income or gain from the note

Backup Withholding and Info

Please see the discussion under "United States T
Backup Withholding and Information Reporting" in the
description of the applicability of the backup withholdi
payments made on your notes.

Foreign Account Tax Compliance A

Final regulations released by the U.S. Departme
state that Foreign Account Tax Compliance Act (FATC
States Taxation—Taxation of Debt Securities—Foreig
accompanying prospectus) will generally not apply to
January 1, 2014; therefore, the notes will not be subje

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EMPLOYEE RETIREMENT INCOME SECURITY ACT

This section is only relevant to you if you are an insurance company or the fiduciary of a pension plan or an employee benefit plan (including a governmental plan, an IRA or a Keogh Plan) proposing to invest in the notes.

The U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the U.S. Internal Revenue Code of 1986, as amended (the "Code"), prohibit certain transactions ("prohibited transactions") involving the assets of an employee benefit plan that is subject to the fiduciary responsibility provisions of ERISA or Section 4975 of the Code (including individual retirement accounts, Keogh plans and other plans described in Section 4975(e)(1) of the Code) (a "Plan") and certain persons who are "parties in interest" (within the meaning of ERISA) or "disqualified persons" (within the meaning of the Code) with respect to the Plan; governmental plans may be subject to similar prohibitions unless an exemption applies to the transaction. The assets of a Plan may include assets held in the general account of an insurance company that are deemed "plan assets" under ERISA or assets of certain investment vehicles in which the Plan invests. Each of The Goldman Sachs Group, Inc. and certain of its affiliates may be considered a "party in interest" or a "disqualified person" with respect to many Plans, and, accordingly, prohibited transactions may arise if the notes are acquired by or on behalf of a Plan unless those notes are acquired and held pursuant to an available exemption. In general, available exemptions are: transactions effected on behalf of that Plan by a "qualified professional asset manager" (prohibited transaction exemption 84-14) or an "in-house asset manager" (prohibited transaction exemption 96-23), transactions involving insurance company general accounts (prohibited transaction exemption 95-60), transactions involving ir accounts (prohibited transaction exemption 90-1), trar investment funds (prohibited transaction exemption 91 providers under Section 408(b)(17) of ERISA and Sec Plan receives no less and pays no more than "adequa Section 408(b)(17) of ERISA and Section 4975(f)(10) decision on behalf of a Plan or a governmental plan sh plan, by purchasing and holding the notes, or exercisin that (a) the plan will receive no less and pay no more meaning of Section 408(b)(17) of ERISA and Section with the purchase and holding of the notes, (b) none c the notes or the exercise of any rights related to the r transaction under ERISA or the Code (or, with respec applicable law or regulation), and (c) neither The Gold affiliates is a "fiduciary" (within the meaning of Sectior governmental plan, under any similar applicable law o or holder in connection with such person's acquisition, result of any exercise by The Goldman Sachs Group, connection with the notes, and no advice provided by its affiliates has formed a primary basis for any invest purchaser or holder in connection with the notes and t to the notes.

If you are an insurance company or the fiduciary of a pension plan or an employee benefit plan (including a governmental plan, an IRA or a Keogh p you should consult your legal counsel.

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SUPPLEMENTAL PLAN OF DISTRIBUTION

The Goldman Sachs Group, Inc. has agreed to sell to Goldman, Sachs & Co., and Goldman, Sachs & Co. has agreed to purchase from The Goldman Sachs Group, Inc., the aggregate face amount of the offered notes specified on the front cover of this prospectus supplement. Goldman, Sachs & Co. proposes initially to offer the notes to the public at the original issue price set forth on the cover page of this prospectus supplement, and to certain securities dealers at such price less a concession not in excess of 3.122% of the face amount.

In the future, Goldman, Sachs & Co. or other affiliates of The Goldman Sachs Group, Inc. may repurchase and resell the offered notes in market-making transactions, with resales being made at prices related to prevailing market prices at the time of resale or at negotiated prices. The Goldman Sachs Group, Inc. estimates that its share of the total offering expenses, excluding underwriting discounts and commissions, will be approximately $15,000. For more information about the plan of distribution and possible market-making activities, see "Plan of Distribution" in the accompanying prospectus.

We will deliver the notes against payment therefor in New York, New York on February 28, 2013, which is the third scheduled business day following the date of this prospectus supplement and of the pricing of the notes.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") an offer of the offered notes which are the subject of the offering contemplated by this prospectus supplement in relation thereto may not be made to the public in that Relevant Member State except that, with effect from and including the Relevant Implementation Date, an offer of such offered notes may be made to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 100 or, if the Releva
relevant provision of the 2010 PD Amending Directive
qualified investors as defined in the Prospectus Direct
of the relevant Dealer or Dealers nominated by the Is

(c) at any time in any other circumstances falling
Directive,

provided that no such offer of offered notes refer
Issuer or any Dealer to publish a prospectus pursuant
supplement a prospectus pursuant to Article 16 of the

For the purposes of this provision, the expression
to any notes in any Relevant Member State means th
means of sufficient information on the terms of the off
enable an investor to decide to purchase or subscribe
that Relevant Member State by any measure impleme
Relevant Member State, the expression Prospectus D
amendments thereto, including the 2010 PD Amending
the Relevant Member State), and includes any relevan
Member State and the expression "2010 PD Amendin

Goldman, Sachs & Co. has represented and agre

(a) it has only communicated or caused to be co
cause to be communicated an invitation or inducemen
the meaning of Section 21 of the FSMA) received by i
offered notes in circumstances in which Section 21(1)
Goldman Sachs Group, Inc.; and

(b) it has complied and will comply with all applica

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to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

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), if such advertisement, invitation or document 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 the offered notes which are or are intended to be disposed of only to persons outside of Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong, the "SFO") and any rules made thereunder.

The offered notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the "FIEL") and Goldman, Sachs & Co. has agreed that it will not offer or sell any offered notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan. As used in this paragraph, resident of Japan means any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

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 offered 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 the Securities and Futures Act, Chapter 289 of Singap (pursuant to Section 275(1), or any person pursuant t the conditions, specified in Section 275 of the SFA or accordance with the conditions of, any other applicabl

Where the offered notes are subscribed or purch relevant person which is: (a) a corporation (which is n Section 4A of the SFA)) the sole business of which is capital of which is owned by one or more individuals, (b) a trust (where the trustee is not an accredited inve investments and each beneficiary of the trust is an ind shares, debentures and units of shares and debenture rights and interest (howsoever described) in that trust after that corporation or that trust has acquired the of under Section 275 of the SFA except: (1) to an institut Section 274 of the SFA) or to a relevant person define person pursuant to an offer that is made on terms tha shares and debentures of that corporation or such rig at a consideration of not less than S$200,000 (or its e transaction, whether such amount is to be paid for in assets, and further for corporations, in accordance wi of the SFA; (2) where no consideration is or will be gi is by operation of law; or (4) pursuant to Section 276(

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VALIDITY OF THE NOTES

In the opinion of Sidley Austin LLP, as counsel to The Goldman Sachs Group, Inc., when the notes offered by this prospectus supplement have been executed and issued by The Goldman Sachs Group, Inc. and authenticated by the trustee pursuant to the indenture, and delivered against payment as contemplated herein, such notes will be valid and binding obligations of The Goldman Sachs Group, Inc., enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability (including, without limitation, concepts of good faith, fair dealing and the lack of bad faith), provided that such counsel expresses no opinion as to the effect of fraudulent conveyance, fraudulent transfer or similar provision of expressed above. This opinion is given as of the date of the United States, the laws of the State of New Yo State of Delaware as in effect on the date hereof. In a customary assumptions about the trustee's authorizati and the genuineness of signatures and certain factual counsel dated September 19, 2011, which has been f Group, Inc.'s registration statement on Form S-3 filed Commission on September 19, 2011.

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We have not authorized anyone to provide any information or to make any representations other than those contained or incorporated by reference in this prospectus supplement, the accompanying prospectus supplement or the accompanying prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus supplement, the accompanying prospectus supplement and the accompanying prospectus is an offer to sell only the notes offered hereby, but only under the circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus supplement, the accompanying prospectus supplement and the accompanying prospectus is current only as of the respective dates of such documents.

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