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424B2 1 d493603d424b2.htm PRICING SUPPLEMENT NO. 2019 DATED FEBRUARY 25, 2013

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Pricing Supplement to the [Prospectus dated September 19, 2011](#) and the [Prospectus Supplement dated September 19, 2011](#) — No. 2019



The Goldman Sachs Group, Inc.

Floating Rate Notes due 2023
Medium-Term Notes, Series D
\$7,901,000

We will pay you interest on your notes on a quarterly basis on February 15, May 15, August 15 and November 15 of each year. The first such payment rate for each interest period will be a rate equal to 3-month U.S. dollar LIBOR plus 1.15%, reset quarterly, as described in the prospectus supplement dated S supplement.

If requested, we will redeem the notes prior to their stated maturity date upon the death of a beneficial owner who has owned the notes for at least six option. The survivor's option is subject to a limit of \$250,000 on the permitted principal amount exercisable by the estate of the deceased beneficial owner in a percent of the principal amount of all outstanding notes offered by this pricing supplement in any calendar year. We may waive those limits in our discretion. Any exercise of the survivor's option will be repaid on the first interest payment date that occurs 60 or more calendar days after the date of acceptance.

A valid redemption request requires the representative of the deceased beneficial owner to provide the information described on page PS-7 to the Trust redemption request in the form of Appendix A to this pricing supplement. See "Additional Information About the Notes – Survivor's Option to Request Repayment

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

The initial price to public set forth above does not include accrued interest, if any. Interest on the notes will accrue from the Original Issue Date and mu delivered after the Original Issue Date.

In addition to offers and sales at the initial price to public, the notes may be offered and sold from time to time by the underwriters in one or more trans time of sale, at prices related to market prices or at negotiated prices.

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

Goldman Sachs may use this pricing supplement, the accompanying prospectus supplement and the accompanying prospectus in the initial sale of the any other affiliate of Goldman Sachs may use this pricing supplement, the accompanying prospectus supplement and the accompanying prospectus in a marke initial sale. ***Unless Goldman Sachs or its agent informs the purchaser otherwise in the confirmation of sale, this pricing supplement, the accompany accompanying prospectus are being used in a market-making transaction.***

Goldman, Sachs & Co.

Incapital

Pricing Supplement dated February 25, 2013.

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SPECIFIC TERMS OF THE NOTES

Please note that in this section entitled "Specific Terms of the Notes", references to "The Goldman Sachs Group, Inc.", "we", "our" and "us" mean only The Goldman Sachs Group, Inc. and not include its consolidated subsidiaries. Also, in this section, references to "holders" mean The Depository Trust Company (DTC) or its nominee and not the holders of interests in notes through participants in DTC. Please review the special considerations that apply to indirect owners in the accompanying prospectus, under the heading "Special Considerations for Indirect Owners" under the heading "Issuance".

This pricing supplement no. 2019, dated February 25, 2013 (pricing supplement) and the accompanying prospectus dated September 19, 2011 (accompanying prospectus), should be read together. Because the notes are part of a series of our debt securities called Medium-Term Notes, Series D, this pricing supplement and the accompanying prospectus supplement dated September 19, 2011 (accompanying prospectus supplement). Terms used but not defined in this pricing supplement shall have the meanings given them in the accompanying prospectus or accompanying prospectus supplement, unless the context requires otherwise.

The notes are a separate tranche of our debt securities under our Medium-Term Notes, Series D program governed by our Senior Debt Indenture, dated February 25, 2013, between us and The Bank of New York Mellon, as trustee (Trustee). This pricing supplement summarizes specific terms that will apply to your notes. The terms of the notes are those described in the accompanying prospectus supplement and accompanying prospectus and, if the terms described here are inconsistent with those described in the accompanying prospectus supplement and accompanying prospectus, the terms described here shall control.

Terms of the Floating Rate Notes due 2023

Issuer: The Goldman Sachs Group, Inc.

Principal amount: \$7,901,000

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

Type of Notes: Floating rate notes (notes)

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

Trade date: February 25, 2013

Original issue date: February 28, 2013

Stated maturity date: February 15, 2023

Interest rate: a rate per annum equal to the base rate plus the spread; for the initial interest period, the base rate shall be the initial base rate

Base rate: LIBOR (as described in the accompanying prospectus supplement under "Description of Notes We May Offer — Interest Rates — LIBOR Notes")

Reuters screen LIBOR page: LIBOR01

Index maturity: 3 months

Index currency: U.S. dollar

Spread: 1.15% per annum

Spread multiplier: not applicable

Initial base rate: LIBOR in effect on February 26, 2013

Maximum rate: not applicable

Minimum rate: not applicable

Original issue discount (OID): not applicable

Interest payment dates: February 15, May 15, August 15, 2013, commencing on May 15, 2013, subject to adjustment under the business day convention specified below

Interest reset dates: February 15, May 15, August 15, 2013, commencing on May 15, 2013, subject to adjustment under the business day convention specified below

Interest determination date: the second London business day

Regular record dates: for interest due on an interest payment date (as such interest payment date is determined under the business day convention specified below)

Day count convention: Actual/360 (ISDA)

Business days: London and New York

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Business day convention: modified following; applicable to interest payment dates and interest reset dates

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 described under "Additional Information About the Notes – Survivor's Option to Request Repayment"

Listing: None

ERISA: as described under "Employee Retirement Income Security Act" on page 138 of the accompanying prospectus

CUSIP no: 38143CBP5

Form of notes: Your notes will be issued in book-entry form and represented by a master global note.

You should read the section "Legal Ownership and Book-Entry Issuance" in the accompanying prospectus for more information about notes issued in book-entry form

Defeasance applies as follows: not applicable

full defeasance — *i.e.*, our right to be relieved of all our obligations on the note by placing funds in trust for the holder:

covenant defeasance — *i.e.*, our right to be relieved of specified provisions of the note by placing funds in trust for the holder:

Calculation agent: The Bank of New York Mellon

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

Additional Information About LIBOR: Beginning in 2008, concerns have been raised that some of the member banks surveyed by the British Bankers' Association (the "BBA") in connection with the calculation of LIBOR across a range of maturities and currencies may have been under-reporting or otherwise manipulating the inter-bank

lending rate applicable to them in order to profit on the appearance of capital insufficiency or adverse reputation resulted from reporting inter-bank lending rates higher than one BBA member bank has entered into a settlement with enforcement agencies with respect to alleged manipulation by regulators and governmental authorities in various jurisdictions. There have been allegations that member banks may have manipulated such as EURIBOR. If manipulation of LIBOR or another rate have resulted in that rate being artificially lower (or higher) than Any such manipulation could have occurred over a substantial

Following a review of LIBOR conducted at the request of the September 28, 2012, Martin Wheatley (Managing Director of the Financial Conduct Authority (the "FSA") and Chief Executive-designate of the FSA) recommendations for reforming the setting and governance of LIBOR. The Wheatley Review made a number of recommendations including the introduction of statutory regulation of LIBOR from the BBA to an independent administrator, changes to rates and new regulatory oversight and enforcement mechanisms for the number of currencies and tenors for which LIBOR is calculated. The FSA published a consultation paper (the "FSA Paper") on the Wheatley Review for public comment, setting forth its proposals for administration of, and submission of rates to, LIBOR. The FSA (1) an independent LIBOR administrator corroborate such activity and (2) firms submitting data to LIBOR have in place and appropriate systems and controls. The FSA indicated its final regulations in March 2013.

At this time, it is not possible to predict the effect of any reforms to LIBOR which LIBOR is determined and any other reforms to LIBOR may be implemented elsewhere. Any such changes or reforms to LIBOR may result in an increase or decrease in reported LIBOR, which could have an effect on

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your notes and the amount of any interest paid thereunder. In addition, uncertainty as to the extent and mechanism by which the recommendations will be adopted and the timing of such changes may adversely affect the

current trading market for LIBOR-based securities and

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- death of a person holding a beneficial ownership interest in a note as a joint tenant or tenant by the entirety with another person, a tenant in common or a tenant in common with a person other than such deceased person's spouse;
- death of a person who at the time of his or her death was a beneficiary of a revocable or irrevocable trust that holds a beneficial ownership interest in a note, if such beneficial trust interest can be established to the satisfaction of us and the Trustee, be deemed the death of a beneficial owner of that note, if such beneficial trust interest can be established to the satisfaction of us and the Trustee;
- death of a person who, at the time of his or her death, was entitled to substantially all of the beneficial ownership interests in a note regardless of whether such person was a registered holder of that note, if entitlement to those interests can be established to the satisfaction of 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 Minors Act, community property between a husband and wife; and
- in custodial and trust arrangements where one person has all of the beneficial ownership interests in the applicable note at the time of his or her death.

We have the discretionary right to limit the aggregate principal amount of notes as to which exercises of the Survivor's Option shall be accepted by us to:

- of *all* deceased beneficial owners in any calendar year to an amount equal to 2% of the principal amount of all outstanding notes offered by this Trust in the most recent calendar year (two percent aggregate limitation); and
- of *any* individual deceased beneficial owner of notes to \$250,000 in any calendar year (\$250,000 limitation).

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

We may, at our option and pursuant to the exercise of the Survivor's Option, redeem interests of any deceased beneficial owner in the notes in any calendar year in an amount not exceeding the two percent aggregate limitation. Any optional redemption by us of this kind, to the extent it exceeds the \$250,000 limitation for any deceased beneficial owner, will not be included in the two percent aggregate limitation for redemption of the notes for that or any other calendar year.

We may also, at our option and pursuant to the exercise of the Survivor's Option, redeem interests of deceased beneficial owners in the notes in any calendar year in an amount exceeding the two percent aggregate limitation. Any optional redemption by us of this kind, to the extent it exceeds the two percent aggregate limitation for any other calendar year, will not be included in the two percent aggregate limitation for any other calendar year.

Furthermore, any optional redemption with respect to a deceased beneficial owner's interest in the notes is inapplicable with respect to any other deceased beneficial owner. In other words, we may waive any applicable limitations with respect to a deceased beneficial owner but not make the same or similar waivers with respect to any other deceased beneficial owner.

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

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Notes accepted for repayment through the exercise of the Survivor's Option will be redeemed on the first interest payment date that occurs 60 or more days after the date of acceptance. For example, if the acceptance date of a note tendered through a valid exercise of the Survivor's Option is November 1, 2014, interest on the note will be paid on February 15, August 15 and November 15, we would normally, at our option, repay that note on the interest payment date occurring on February 15, 2015 because the next interest payment date would occur less than 60 days from the date of acceptance. Any redemption request may be withdrawn by the person(s) presenting the request upon delivery of the request to the participant on behalf of the person(s) to the Trustee not less than 30 days before the redemption date. If a note tendered through a valid exercise of the Survivor's Option, we will deliver a notice by first-class mail to the 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 depository and is treated as the holder of the notes. The account with the depository of the notes is referred to as the "participant".

To obtain redemption pursuant to exercise of the Survivor's Option for a note, the deceased beneficial owner's authorized representative must provide the following information through which the beneficial interest in the note is held by the deceased beneficial owner:

- a written request for redemption signed by the authorized representative of the deceased beneficial owner with the signature guaranteed by a clearing agent, a national securities exchange or of the Financial Institution Regulatory Authority, Inc. (FINRA) or a commercial bank or trust company having an office in the United States and a written instruction to notify the Trustee of the authorized 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 note was owned by the deceased beneficial owner 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;
- if applicable, a properly executed assignment or endorsement;
- tax waivers and any other instruments or documents that we or the Trustee reasonably require in order to establish the validity of the beneficial owner's entitlement to payment;
- any additional information we or the Trustee reasonably require to evidence satisfaction of any conditions to the exercise of the Survivor's Option and the Trustee's authority to make the election and to cause the redemption of the note; and
- if the interest in the note is held by a nominee of the deceased beneficial owner, a certificate satisfactory to us and the Trustee from the nominee certifying the ownership of such note.

After the representative provides the information to the participant, the participant will then deliver each of these items to the Trustee, and to Goldman, Sachs & Co. in connection with the exercise of the Survivor's Option on our behalf, together with evidence satisfactory to us and the Trustee from the participant stating that it represents the deceased beneficial owner and to deliver to the Trustee a request for 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 our sole discretion, which determination will be final.

Subject to arrangements with the depository, payment for interests in the notes to be redeemed will be made to the depository in the aggregate principal amount of the notes submitted.

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to the Trustee by the depository that are to be fulfilled in connection with the payment upon 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 The Bank of New York Mellon at 200
75201, Attention: Survivor Options Processing, telephone: (800) 254-2826, fax: (241) 468-6405.

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 depository, including the depository's governing rules, regulations and procedures, shall be inapplicable;
- all determinations that the participants are required to make as described in this section will be made by us, including, without limitation, determining in fact the beneficial owner of the interest in the notes to be redeemed or is in fact deceased and whether the representative is duly authorized to act as the applicable beneficial owner; and
- all redemption requests, to be effective, must:
 - be delivered by the representative to the Trustee, with a copy to us;
 - if required by the Trustee and us, be in the form of the attached redemption request with appropriate changes mutually agreed to by us, and the redemption request is being executed by a representative, including provision for signature guarantees; and
 - be accompanied by the note that is the subject of the redemption request or, if applicable, a properly executed assignment or endorsement, or other instrument otherwise required to accompany a redemption request. If the record holder of the note is a nominee of the deceased beneficial owner, a document attesting to the deceased's ownership of a beneficial interest in the note must also be delivered.

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 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 of the date of issuance of notes 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 in the notes. In 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 to appoint a successor trustee, unless the default is cured or waived within 90 days. In addition, the trustee can resign for any reason with 60 days notice, and we will appoint a successor trustee. If the trustee resigns following a default or for any other reason, it may be difficult to identify and appoint a qualified successor trustee. The trustee will continue to act as trustee until a successor is appointed. During the period of time until a successor is appointed, the trustee will have both (a) duties to noteholders under the indenture and (b) duties under the Trust Indenture Act. In the accompanying prospectus dated September 19, 2011 under "Our Relationship with the Trustee," we describe the circumstances in which the trustee may have to resign due to a conflict of interest.

United States Federal Income Tax Consequences

Please see the discussion under "United States Taxation" in the accompanying prospectus supplement and the accompanying prospectus. Final regulations issued by the Treasury on January 17, 2013 state that Foreign Account Tax Compliance Act (FATCA) withholding (as described in "United States Taxation — Taxation of Debt Securities" in the accompanying prospectus) will generally not apply to obligations that are issued prior to January 1, 2014; therefore, the notes will not be subject to FATCA withholding.

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The Goldman Sachs Group, Inc. and the underwriters for this offering named below have entered into a terms agreement and a distribution agreement on the following conditions, each underwriter named below has severally agreed to purchase the principal amount 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 initial price to public set forth on the cover of this pricing supplement. The underwriters may offer the notes at a discount to the initial price to public. The Goldman Sachs Group, Inc. at a purchase price equal to the initial price to public less a discount of 2.25%. Any notes sold by the underwriters to securities dealers at an initial price to public of up to 1.10% of the principal amount of the notes. Any such securities dealers may resell any notes purchased from the underwriters to the public at a price from the initial price to public of up to 0.20% of the principal amount of the notes. If all of the offered notes are not sold at the initial price to public, the underwriters may offer the notes at other selling terms.

We have agreed to sell to the underwriters, and the underwriters have agreed to purchase from us, the aggregate face amount of notes specified on the front cover of this pricing supplement. In addition to offers and sales at the initial price to public, the underwriters may offer the notes from time to time for sale in one or more transactions at market prices or at negotiated prices related to market prices or at negotiated prices.

Please note that the information about the initial price to public and net proceeds to The Goldman Sachs Group, Inc. on the front cover page relates to the initial sale of notes. If you purchased a note in a market-making transaction by Goldman, Sachs & Co. or any other affiliate of The Goldman Sachs Group, Inc. after the initial sale, information about the initial price to public and net proceeds to you will be provided in a separate confirmation of sale.

Each underwriter has represented and agreed that it will not offer or sell the notes in the United States or to United States persons except if such offer is made through a member broker-dealers registered with the U.S. Securities and Exchange Commission.

The Goldman Sachs Group, Inc. estimates that its share of the total offering expenses, excluding underwriting discounts and commissions, whether paid by the issuer or the underwriter, will be approximately \$116,742.

The provision regarding the market-making activities of Goldman, Sachs & Co. described under "Plan of Distribution— Market-Making Resales by Affiliates" in the accompanying prospectus does not apply to the notes. Goldman, Sachs & Co. does *not* intend to make a market in these notes. However, in the future, Goldman, Sachs & Co. may decide to repurchase and resell the notes in market-making transactions, with resales being made at prices related to prevailing market prices or at negotiated prices. For more information about the plan of distribution and possible market-making activities, see "Plan of Distribution" in the accompanying prospectus and the accompanying prospectus supplement.

The notes are a new issue of securities with no established trading market. The Goldman Sachs Group, Inc. has been advised by Incapital LLC that the Goldman Sachs Group, Inc. is not obligated to do so and may discontinue market-making at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes.

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

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Certain of the underwriters and their affiliates have in the past provided, and may in the future from time to time provide, investment banking and general financial advisory services to The Goldman Sachs Group, Inc. and its affiliates, for which they have in the past received, and may in the future receive, customary fees. The Goldman Sachs Group, Inc. and its affiliates also provide, and may in the future from time to time provide, similar services to the underwriters and their affiliates on customary terms and for customary fees. The Goldman Sachs Group, Inc. is an affiliate of The Goldman Sachs Group, Inc. Please see "Plan of Distribution— Conflicts of Interest" on page 137 of the accompanying prospectus.

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 pricing supplement have been executed and authenticated by the trustee pursuant to the indenture, and delivered against payment as contemplated herein, such notes will be valid and binding obligations enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonable expectations of applicability (including, without limitation, concepts of good faith, fair dealing and the lack of bad faith), provided that such counsel expresses no opinion on the effect of fraudulent transfer or similar provision of applicable law on the conclusions expressed above. This opinion is given as of the date hereof and is limited to the Federal Securities Laws of the State of New York and the General Corporation Law of the State of Delaware as in effect on the date hereof. In addition, this opinion is subject to customary assumptions, authorization, execution and delivery of the indenture and the genuineness of signatures and certain factual matters, all as stated in the letter of such counsel dated February 25, 2013, filed as Exhibit 5.5 to The Goldman Sachs Group, Inc.'s registration statement on Form S-3 filed with the Securities and Exchange Commission on September 11, 2012.

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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 Street, 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

Floating Rate Notes due 2023 (the “notes”)

CUSIP no. 38143CBP5

The undersigned (the “Participant”) is, or is acting on behalf of, the beneficial owner of a portion of the notes specified above, which portion has an outstanding principal amount set forth at the end of this redemption request notice. The undersigned hereby elects to exercise the Survivor’s Option as described under “Additional Information Regarding Request Repayment” in the applicable Pricing Supplement dated February 25, 2013 (the “Pricing Supplement”) to the accompanying prospectus dated September 19, 2011.

The undersigned, _____, does hereby certify, pursuant to the provisions set forth in the Pricing Supplement and the Senior Debt Indenture dated _____ or supplemented from time to time (the “2008 Indenture”), between The Goldman Sachs Group, Inc. (the “Issuer”) and The Bank of New York Mellon, as trustee for the Issuer (the “Depository”), to the Issuer and to the 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 represent the estate of the Beneficial Owner, the entirety/trustee of a trust] of [Name of deceased Beneficial Owner] and has delivered to the undersigned a request for redemption in form satisfactory to the undersigned for a principal amount of such notes to be redeemed in accordance with the Pricing Supplement and the 2008 Indenture. The documents accompanying the request for redemption, in form, are in all respects satisfactory to the undersigned and [Name of Representative] is entitled to have the notes to which this redemption request notice applies.

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4. The Participant holds the beneficial interest in the outstanding face amount of the notes indicated at the end of this redemption request notice. The redemption request is being made on behalf of [Name of deceased Beneficial Owner].

5. The Participant hereby certifies that it will indemnify and hold harmless the Depository, the Trustee and the Issuer (including their respective employees), against all damages, loss, cost, expense (including reasonable attorneys' and accountants' fees), obligations, claims or liability incurred by or of in connection with the redemption of notes to which this redemption request notice relates. The Participant will, at the request of the Issuer, forward to the Issuer all documents submitted by [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 book a delivery vs. payment trade at par value, facing The Bank of New York Mellon DTC participant code 1541.

7. The Participant acknowledges and understands that Incapital LLC has advised that it intends to make a market in the notes and that the value of the notes is the principal amount plus any unpaid interest accrued. **The Participant has carefully considered and consulted with [name of Representative] as to the value of the notes and has decided to proceed with the redemption of the notes by selling the notes to Incapital LLC or another market participant rather than redeeming the notes at principal amount plus any unpaid interest of repayment.**

The undersigned hereby represents that it has been duly authorized by the Representative to act on behalf of the deceased Beneficial Owner.

Terms used and not defined in this redemption request notice have the meanings given to them in the Pricing Supplement. The redemption of the notes

Face amount of notes to be redeemed:

\$ _____
(must be a multiple of \$1,000 or integral multiples thereof)

IN WITNESS WHEREOF, the undersigned has executed this redemption request as of _____, 20__.

[PARTICIPANT NAME]

By: _____
Name:

(Title)

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(Telephone No.)

(Fax No.)

(DTC participant account number, if a

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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 pricing prospectus supplement or the accompanying prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information supplement, the accompanying prospectus supplement and the accompanying prospectus is an offer to sell only the notes offered hereby, but only under circumstances lawful to do so. The information contained in this pricing supplement, the accompanying prospectus supplement and the accompanying prospectus is current on documents.

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\$7,901,000

The Goldman Sachs Group, Inc.

Floating Rate Notes due 2023
Medium-Term Notes, Series D



Goldman, Sachs & Co.

Incapital LLC