424B2 1 d747416d424b2.htm PROSPECTUS SUPPLEMENT NO. 2944 DATED JUNE 23, 2014

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Regi

The Goldman Sachs Group, Inc.

$2,000,000

Callable Quarterly CMS Spread-Linked Notes due 2029

The notes will mature on the stated maturity date (June 26, 2029).

We may redeem your notes at 100% of their face amount plus any accrued and unpaid interest on any quarterly interest p December 26, 2014.

On the stated maturity date, we will pay you an amount in cash equal to the face amount of your notes *plus* accrued and u will pay interest quarterly, beginning September 26, 2014. For each of the first four interest periods, interest will be paid at a ra interest period thereafter, the amount of interest you will be paid each quarter will be based on the *product* of 5.00 *times* the C between the 30-year CMS rate *minus* the 5-year CMS rate on the relevant interest determination date, which will be the secon business day preceding the respective interest period), subject to the maximum interest rate of 10.00% per annum.

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

- if (i) the CMS spread *times* (ii) 5.00 is *greater than* or *equal to* 10.00%, the maximum interest rate of 10.00%
- if (i) the CMS spread *times* (ii) 5.00 is *less than* 10.00% but *greater than* 0%, (i) the CMS spread *times* (ii) 5
- if the CMS spread 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 t receive no interest on your notes for such interest period, even if the CMS spread on subsequent days is *greater tha* first four interest periods, the interest rate per annum will be subject to a maximum interest rate of 10.00%.

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

You should read the additional disclosure herein so that you may better understand the terms and risks of your investment

The estimated value of your notes at the time the terms of your notes were set on the trade date (as determined used by Goldman, Sachs & Co. and taking into account our credit spreads) was equal to approximately $897 per $1,0 than the original issue price. The value of your notes at any time will reflect many factors and cannot be predicted.

Original issue date: June 26, 2014	**Original issue price:** 100.00% of the
Underwriting discount: 4.30% of the face amount	**Net proceeds to issuer:** 95.70% of the

In addition to offers and sales at the initial price to public, the underwriters and/or dealers may offer the notes from time to transactions at market prices prevailing at the 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

upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense. The note not insured by the Federal Deposit Insurance Corporation or any other governmental agency, nor are they obligations

Goldman, Sachs & Co.

Prospectus Supplement No. 2944 dated June 23, 2014.

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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. notes after the date of this prospectus supplement, at issue prices and with underwriting discounts and net proceeds that differ The return (whether positive or negative) on your investment in notes will depend in part on the issue price you pay for such not

Goldman Sachs may use this prospectus supplement in the initial sale of the offered notes. In addition, Goldman, Sachs & Goldman Sachs may use this prospectus supplement in a market-making transaction in a note after its initial sale. ***Unless Gold the purchaser otherwise in the confirmation of sale, this prospectus supplement is being used in a market-making tra***

About Your Prospectus

The notes are part of the Medium-Term Notes, Series D program of The Goldman Sachs Group, Inc. The prospectus include accompanying documents listed below. This prospectus supplement constitutes a supplement to the documents listed below a with such documents:

- Prospectus supplement dated September 19, 2011
- Prospectus dated September 19, 2011

The information in this prospectus supplement supersedes any conflicting information in the documents listed above. In additio described in the listed documents may not apply to your notes.

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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 o notes, has the terms described below and under "Specific Terms of Your Notes" on page S-10. Please note that in this pros to "The Goldman Sachs Group, Inc.", "we", "our" and "us" mean only The Goldman Sachs Group, Inc. and do not include it Also, references to the "accompanying prospectus" mean the accompanying prospectus, dated September 19, 2011 as sup prospectus supplement, dated September 19, 2011, relating to Medium-Term Notes, Series D, of The Goldman Sachs Grou "indenture" in this prospectus supplement mean the senior debt indenture, dated July 16, 2008, between The Goldman Sac New York Mellon, as trustee.

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; $2,000,000 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, exchange, redemption or maturity of th interest income.

Trade date: June 23, 2014

Original issue date (settlement date): Jun

Stated maturity date: June 26, 2029, subje and to adjustment as described under "Spec Payment of Principal on Stated Maturity Date page S-11

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

Denominations: $1,000 or integral multiples

Interest payment dates: March 26, June 26 December 26 of each year, beginning on Sep ending on the stated maturity date, subject to elsewhere in the prospectus supplement

Early redemption: we have the right to rede in part, at a price equal to 100% of the face interest, on each interest payment date on o subject to five business days' prior notice

Interest rate: for the first four interest perio 9.00% per annum. For each interest period t redemption right, the interest rate will be bas

relevant interest determination date for such
per annum equal to:

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- if (i) the CMS spread *times* (ii) 5.00 is *greater than* or *equal to* the maximum interest rate: the maximum interest rate;
- if (i) the CMS spread *times* (ii) 5.00 is *less than* the maximum interest rate but *greater than* 0%: (i) the CMS spread *times* (ii) 5.00; or
- if the CMS spread is *equal to* or *less than* 0%: 0%

Maximum interest rate: 10.00% 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 inte
interest periods, the second U.S. Governme
preceding such interest period

Interest period: the period from and includi
the original issue date, in the case of the initi
excluding the next succeeding interest payme
date, in the case of the final interest period)

FDIC: The notes are not bank deposits and a
Deposit Insurance Corporation (the "FDIC")
agency, nor are they obligations of, or guara

Calculation agent: Goldman, Sachs & Co.

CUSIP no.: 38147QA89

ISIN no.: US38147QA894

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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 "Consideratio in the accompanying prospectus dated September 19, 2011. You should carefully review these risks as well as the terms o in the accompanying prospectus, dated September 19, 2011, as supplemented by the accompanying prospectus suppleme The Goldman Sachs Group, Inc. Your notes are a riskier investment than ordinary debt securities. You should carefully co 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 (if Goldman, Sachs & Co. makes a market, which it is not obligated to do) it will do so at prices that reflect the estimated value determined by reference to such pricing models at that time. The price at which Goldman, Sachs & Co. will buy or sell your notes at any time also will reflect its 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 assumptions used by others. See "— The M May Be Influenced by Many Factors That Ar in Complex Ways" below.

The difference between the estimated va the terms of your notes were set on the trad price is a result of certain factors, including discount and commissions, the expenses inc and marketing the notes, and an estimate of amounts we pay to Goldman, Sachs & Co. a Sachs & Co. pays to us in connection with yo Sachs & Co. amounts based on what we wo non-structured note with a similar maturity. I Goldman, Sachs & Co. pays to us the amou

In addition to the factors discussed abov your notes at any time will reflect many facto Goldman, Sachs & Co. makes a market in th Goldman, Sachs & Co. would reflect any cha other relevant factors, including any deteriora perceived creditworthiness. These changes your notes, including the price you may recei making transaction. To the extent that Goldm market in the notes, the quoted price will ref determined by reference to Goldman, Sachs time, plus or minus its then current bid and a of structured notes.

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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. 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.

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 is greater than 0% during some portion of the life of the offered notes after the first four interest periods, the market value of your notes may not increase in the same manner. We discuss some of the reasons for this disparity under "— The Market Value of Your Notes May Be Influenced by Many Factors That Are Unpredictable and Interrelated in Complex Ways" below.

Because of the long-dated maturity of y
performance of the CMS spread will have a
value of your notes than if your notes had an
particular, the expected future performance o
the market value of your notes to decrease e
may be greater than 0% during some portion
notes. Moreover, expectations about the per
the future are subject to a great degree of u
assumptions about the future that may prove
expected future performance of the CMS spr
this uncertainty may result in market participa
future performance when determining the ma

If the CMS Spread Is Less than or Equal
Determination Date for Any Interest Peri
Periods, No Interest Will Be Paid

Because of the formula used to calcula
applicable to your notes, in the event that on
determination date for any interest period aft
periods the 30-year CMS rate does not exce
no interest will be paid for such interest perio
on subsequent days is *greater than* 0%. The
rate does not exceed the 5-year CMS rate fo
time over the life of your notes after the first
including interest determination dates, you w
the affected interest periods. In such case, e
interest payments on some or all of the intere
overall return you earn on your notes may be
earned by investing in a non-indexed debt se
maturity that bears interest at a prevailing ma

Assuming circumstances where no inte
your notes after the fourth interest period, th
of the original issue date will equal the prese
the coupons up to and including the fourth int
maturity and face

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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 will be approximately 59.4203% 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

For each of the first four interest periods, interest will be paid at a rate of 9.00% per annum (equal to a quarterly interest payment of $22.50 for each $1,000 face amount of notes). After the first four interest periods, the interest rate will be subject to the maximum interest rate of 10.00% 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 times (ii) 5.00 is greater than or equal to 10.00% per annum, the interest rate after the first four interest periods will be capped at 10.00% per annum (equal to a maximum quarterly interest payment of $25.00 for each $1,000 face amount of notes). Thus, you will not benefit from any increases in the CMS spread above 2.00%. Furthermore, since the interest rate is determined quarterly, if the interest rate for at least one interest period after the first four interest periods during any year is less than 10.00% per annum, your actual return

for such year will be less than 10.00% per a
10.00% per annum for the remaining interest
the notes may provide less interest income t
instrument.

**The Historical Levels of the CMS Sprea
Future Levels of the C**

In the past, the level of the CMS sprea
fluctuations. You should note that historical le
the CMS spread are not necessarily indicativ
upward or downward trend in the CMS sprea
CMS spread is more or less likely to increas
the first four interest periods, and you should
the CMS spread as an indication of its future

**Recent Regulatory Investigations Regar
ISDAfix May Adversely Af**

It has been reported that the U.K. Fina
U.S. Commodity Futures Trading Commissio
investigate potential manipulation of ISDAfix.
may have resulted in this rate or the quarterl
artificially lower (or higher) than it would othe
or reforms affecting the determination or sup
these investigations, may result in a sudden
decrease in reported ISDAfix or the quarterl
could have an adverse impact on the trading
securities such as your notes, the value of yo
your notes.

**If You Purchase Your Notes at a Premiu
on Your Investment Will Be Lower Than t
at Face Amount and the Impact of Certai
be Negatively Af**

The amount you will be paid for your no
will not be adjusted based on the issue price

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If you purchase notes at a price that differs from the face amount of the notes, then the return on your investment in such notes held to the stated maturity date or the date of early redemption will differ from, and may be substantially less than, the return on notes purchased at face amount. If you purchase your notes at a premium to face amount and hold them to the stated maturity date or the date of early redemption the return on your investment in the notes will be lower than it would have been had you purchased the notes at face amount or a discount to face amount.

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 performa
its historical performance. The actual perforr
the life of the offered notes after the first fou
interest payable on each interest payment da
to the hypothetical levels of the CMS spread
shown elsewhere in this prospectus supplem

Goldman Sachs' Anticipated Hedging Ac Investors in the Notes and Cause our Clients and Counterparties to be Contrar Notes

Goldman Sachs expects to hedge our ob
purchasing futures and/or other instruments l
also expect to adjust our hedge by, among o
any of the foregoing, and perhaps other instr
spread, at any time and from time to time, a
any of the foregoing on or before the final int
notes. We may also enter into, adjust and ur
relating to other rate-linked notes whose retu
level of the CMS spread.

Any of these hedging or other activities r
the CMS spread and therefore the market va
amount we will pay on your notes. In additior
transactions will cause Goldman Sachs or its
economic interests and incentives that do no
directly contrary to, those of an investor in th
have no obligation to take, refrain from taking
respect to these transactions based on the p
the notes, and may receive substantial return
while the value of your notes declines.

As Calculation Agent, Goldman, Sachs & Make Determinations that Could Affect th Amount You May Receive On Any

As calculation agent for your notes, Go
discretion in

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making certain determinations that affect your notes, including determining the CMS spread on any interest determination date in certain circumstances, which we will use to determine the amount, if any, we will pay on any applicable interest payment date after the first four interest payment dates. See "Specific Terms of Your Notes" below. The exercise of this discretion by Goldman, Sachs & Co. could adversely affect the value of your notes and may present 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 December 26, 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 six months 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 prohibiti
considering purchasing the offered notes with
company or the assets of such a plan, should
regarding whether the purchase or holding of
a "prohibited transaction" under ERISA, the I
substantially similar prohibition in light of the
holder in any of the above categories is deem
holding the offered notes. This is discussed i
Retirement Income Security Act" below.

**We May Sell an Additional Aggregate Fa
Different Issue**

At our sole option, we may decide to s
amount of the notes subsequent to the date o
The issue price of the notes in the subsequen
(higher or lower) from the issue price you pa
this prospectus supplement.

**We Intend to Treat the Notes as Debt In
Rules Governing Contingent Payment De
Income Tax Purp**

We intend to treat the notes as debt ins
governing contingent payment debt instrumen
purposes. Under this treatment, if you are a
you generally should be required to pay taxe
notes over their term based on the comparab
any positive and negative adjustments based
on the notes. This comparable yield is determ
amount on which you will be taxed prior to m
nor a guarantee of what the actual yield will b
recognize on the sale, exchange, redemption
taxed as ordinary interest income. If you are
notes, the tax consequences to you may be d

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It is possible that the Internal Revenue Service could successfully assert that your notes should be treated as variable rate debt instruments. If the notes are so treated you would include the full interest payment in ordinary income at the time you receive or accrue such interest payment, depending on your method of accounting for tax purposes. You should consult your tax advisor concerning possible further U.S. federal income tax ramifications if your notes are so treated.

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 supplement, references to "The Goldman Sachs Group, Inc.", "we", "our" and "us" mean only The Goldman Sachs Group, consolidated subsidiaries. Also, references to the "accompanying prospectus" mean the accompanying prospectus, dated S supplemented by the accompanying prospectus supplement, dated September 19, 2011, relating to Medium-Term Notes, S Group, Inc. Please note that in this section entitled "Specific Terms of Your Notes", references to "holders" mean those who own names, on the books that we or the trustee maintain for this purpose, and not those who own beneficial interests in not notes issued in book-entry form through The Depository Trust Company. Please review the special considerations that appl interests in the accompanying prospectus, under "Legal Ownership and Book-Entry 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 b
for our other Series D medium-term no
Special Calculation Provisions" below

Please note that the information about
issue price, discount or commission and net
Group, Inc. on the front cover page or elsew
supplement relates only to the initial issuance
We may decide to sell additional notes on or
of this prospectus supplement, at issue price
proceeds that differ from the amounts set for
elsewhere in this prospectus supplement. If y
a market-making transaction after the initial i
notes, any such relevant information about th
a separate confirmation of sale.

We describe the terms of your notes i

Payment of Principal on Sta

With respect to the offered notes that
stated maturity date we will pay you an amo
outstanding face amount of your notes.

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Stated Maturity Date

The stated maturity date is June 26, 2029, 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 *times* (ii) 5.00 is *greater than* or *equal to* the maximum interest rate, the maximum interest rate;
- if (i) the CMS spread *times* (ii) 5.00 is *less than* the maximum interest rate but *greater than* 0%, (i) the CMS spread *times* (ii) 5.00; or
- if the CMS spread is *equal to* or *less than* 0%, 0%.

The maximum interest rate is 10.00% 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 above 2.00%. Furthermore, if the CMS spread 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) the applicable day count convention on a 30/360 basis.

Interest, if any, will be paid on your notes on the 26th day of each March, June, September and December, beginning on September 26, 2014 and ending on the stated

maturity date. If an interest payment date (o
date that falls on the stated maturity date) fa
business day, the payment due on such inter
postponed to the next day that is a business
with respect to such interest payment date s
including such interest payment date to and i
such interest as so postponed. If the stated
is not a business day, payment of principal a
such day will be made on the next succeedin
on such payment shall accrue for the period
maturity date.

CMS Rate

In this prospectus supplement, when w
mean the rate, on the applicable interest det
the Reuters screen ISDAFIX1 page for 30-y
the case may be, as of approximately 11:00
relevant interest determination date. If the C
this manner, then:

- The applicable CMS rate for the releva
will be determined on the basis of the
rate quotations provided by five leadin
City interbank market at approximately
time, on any interest determination dat
semi-annual swap rate means the mea
for the semi-annual fixed leg, calculate
of a fixed-for-floating U.S. dollar intere
term equal to thirty years or five years
commencing on the relevant interest d
acknowledged dealer of good credit in
floating leg, calculated on an Actual/36
to LIBOR with a designated maturity o
may be determined in accordance with
"Description of Notes We May Offer –
Notes" in the accompanying prospectu

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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 reason with 60 days notice, and we would be required to appoint a successor trustee. If th default or for any other reason, it may be dif qualified successor trustee. The trustee will r indenture until a successor is appointed. Dur successor is appointed, the trustee will have under the indenture and (b) a conflicting inter purposes of the Trust Indenture Act. In the a September 19, 2011 under "Our Relationship certain other circumstances in which the trus conflict of interest.

Manner of Pay

Any payment on your notes at maturity made to an account designated by the holde us, or at the office of the trustee in New York are surrendered to the trustee at that office. interest payment date by check mailed to the regular record date. We also may make any applicable procedures of the depositary.

Modified Busines

As described in the accompanying pros notes that would otherwise be due on a day instead be paid on the next day that is a bus as if paid on the original due date. For your r business day may have a different meaning t medium-term notes. We discuss this term un Provisions" below.

Role of Calculatio

The calculation agent in its sole discret regarding the CMS spread, the 30-year CMS interest determination dates, the regular reco any, on each interest payment date, U.S. Go days, business days, postponement of the st amount payable on your notes at

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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 December 26, 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
a day that is a New York business day as de
Debt Securities We May Offer — Payment M
Business Days" on page 28 in the accompan

U.S. Government securities business day

When we refer to a U.S. Government s
respect to your notes, we mean any day exc
day on which the Securities Industry and Fina
recommends that the fixed income departme
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 acqu securities similar to your notes from time to t discretion, hold or resell those securities.

In the future, we and/or our affiliates ex positions relating to the offered notes and pe returns linked to the CMS spread.

The hedging activity discussed above value of your notes from time to time and t notes at maturity. See "Additional Risk Fac above for a discussion of these adverse ef

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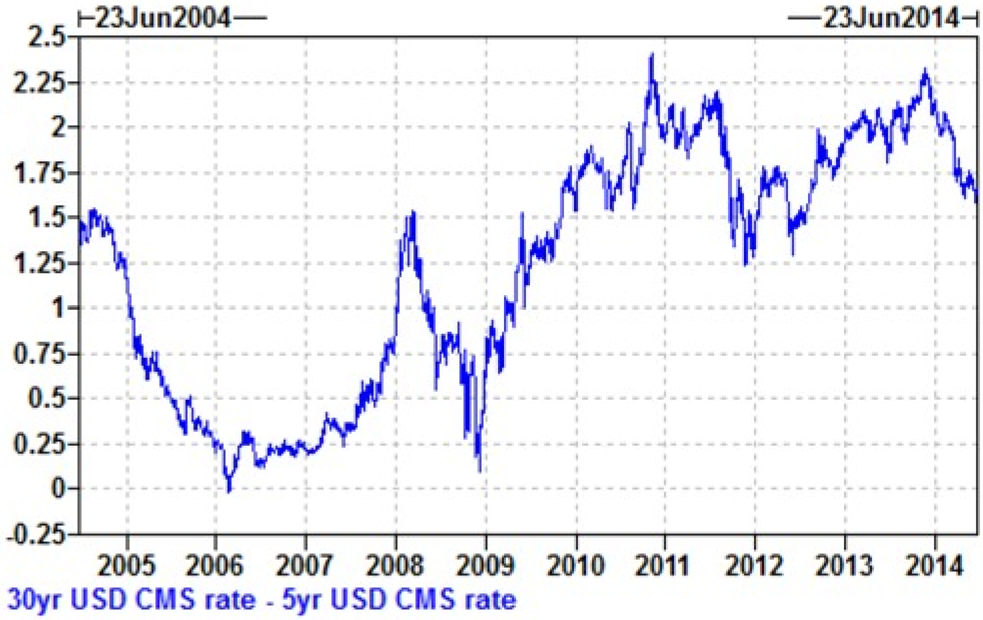
HISTORICAL CMS SPREADS AND HYPOTHETICAL EXAMPLES

Historical CMS Spreads

The graph set forth below illustrates the historical CMS spreads from June 23, 2004 through June 23, 2014. 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. See "Additional Risk Factors Specific to Your Notes — Recent Regulatory Investigations Regarding Potential Manipulation of ISDAfix May Adversely Affect Your Notes" for more information relating to the 30-year CMS rate and the 5-year CM

You should not take the historical CMS indication of the future CMS spreads. We ca the future CMS spreads will result in you rec *than* the interest payments you would have r interest payments if you invested in a non-ind comparable maturity that bears interest at a we nor any of our affiliates make any repres spread. In light of the increased volatility curr financial services sector and U.S. and global market declines, it may be substantially more interest payments less than the interest payr you invested in a non-indexed debt security c interest at a prevailing market rate.



23Jun2004
23Jun2014
2.5
2.25
2
1.75
1.5
1.25
1
0.75
0.5
0.25
0
-0.25
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
30yr USD CMS rate - 5yr USD CMS 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 i value of your notes, see "Additional Risk Fac The Estimated Value of Your Notes At the Ti Were Set On the Trade Date (as Determined Used By Goldman, Sachs & Co.) Was Less Your Notes" on page S-4 of this prospectus s

For these reasons, the actual 30-year rate on any interest determination date for a four interest periods, as well as the interest date after the first four interest payment date hypothetical examples shown below. For info during recent periods, see "— Historical CM Before investing in the notes, you should con to determine the 30-year CMS rates and the date of this prospectus supplement and the notes.

The actual interest payment for any int interest periods will depend on the actual lev interest determination date. The applicable i period will be determined quarterly on a per to that interest period. In addition, whether o at the hypothetical interest rate below would determine to exercise our early redemption r which such interest rates would be applicable have been chosen arbitrarily for the purpose not be taken as indicative of the future perfo numbers appearing in the following table and for ease 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)	Hypothetical Interest Rate (Per Annum)
0.00%	8.00%	-8.00%	0.000%
3.00%	5.00%	-2.00%	0.000%
5.00%	5.00%	0.00%	0.000%
5.00%	4.50%	0.50%	2.500%
7.00%	6.00%	1.00%	5.000%
8.00%	5.50%	2.50%	10.000%
9.00%	3.00%	6.00%	10.000%
13.00%	2.00%	11.00%	10.000%

*Assumes an interest period of 90 days

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 the CMS spread equals -2.00%, the interest rate for the relevant interest payment date shall be zero.

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

interest period is zero because the CMS spr
0.00%.

Example 2: Based on a hypothetical 3
hypothetical 5-year CMS rate of 6.00%, the
interest payment date is calculated as follow

Step 1: Calculate the CMS spread

The CMS spread is calculated as the *d*
hypothetical 30-year CMS rate of 7.00% and
rate of 6.00%:

7.00% - 6.00% = 1.00%

Step 2: Calculate the interest rate (p

The per annum interest rate for the rele
(i) 1.00% *times* (ii) 5.00, subject to the maxi
annum, and shall be *no less than* zero. Given
5.00%, which is *more than* zero and *less tha*
the relevant interest payment date shall be 5

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

Step 3: Calculate the quarterly inter interest period

The amount of interest payment for the the *product* of (i) the face amount *times* (ii) t applicable day count convention on 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 5.00% is $12.50 for every $1,000 face amount of notes, calculated as follows:

$1,000 × 5.00% × 90/360 = $12.50

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% *times* (ii) 5.00, subject to the maximum interest rate of 10.00% per annum, and shall be *no less than* zero. Given that 6.00% *times* 5.00 equals 30.00%, which is *greater than* 10.00%, the interest rate for the relevant interest payment date shall be 10.00% (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 10.00% is $25.00 for every $1,000 face amount of notes, calculated as follows:

$1,000 × 10.00% × 90/360 = $25.00

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 *d*
hypothetical 30-year CMS rate of 13.00% ar
rate of 2.00%:

13.00% – 2.00% = 11.00%

Step 2: Calculate the interest rate (p

The per annum interest rate for the rele
(i) 11.00% *times* (ii) 5.00, subject to the max
annum, and shall be *no less than* zero. Given
55.00%, which is *greater than* 10.00%, the in
interest payment date shall be 10.00% (that
maximum interest rate).

Step 3: Calculate the quarterly inter
interest period

The amount of interest payment for the
the *product* of (i) the face amount *times* (ii) t
applicable day count convention on a 30/360
made in the event an interest payment date i
interest payment for this interest period with
10.00% is $25.00 for every $1,000 face amo
follows:

$1,000 × 10.00% × 90/360 = $25.00

The payment amounts shown above ar
based on hypothetical interest rates that may
determination date and on assumptions that
actual market value of your notes on the stat
time, including any time you may wish to sell
relation to the hypothetical payment amounts
amounts should not be viewed as an indicatio
investment in the offered notes. Please read
to Your Notes — The Market Value of Your N
Many Factors That are Unpredictable and In
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, n relationship between the CMS spread and the market value of your notes at any time prior to the stated maturity date and periods. The actual interest payment that a holder of the offered notes will receive at each interest payment date after the dates and the rate of return on the offered notes will depend on the actual CMS spread for each interest period after the f determined by the calculation agent over the life of your notes. Moreover, the assumptions on which the hypothetical exa be inaccurate. Consequently, the interest amount to be paid in respect of your notes, if any, on each interest payment dat interest periods may be very different from the information reflected in the 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 partnership;
- 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 cons holder. You are a United States holder if you and you are:

- a citizen or resident of the United Stat
- a domestic corporation;
- an estate whose income is subject to U regardless of its source; or
- a trust if a United States court can exe the trust's administration and one or m authorized to control all substantial dec

If you are not a United States holder, t and you should refer to "— United States Ali

Tax Treatment. The tax treatment of treatment of your notes will depend upon wh treated as variable rate debt instruments or c instruments. We intend to treat your notes as instruments for U.S. federal income tax purp below under "Alternative Treatments", the dis notes will be so treated.

Under the rules governing contingent p amount of interest you are required to take in period will be determined by constructing a p your notes and applying rules similar to those discount on a hypothetical non-contingent de payment schedule. This method is applied by which we would issue a non-contingent fixed and conditions similar to your notes (the "com determining as of the issue date a payment s comparable yield. Under these rules, you wil

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interest based on the comparable yield. You will not have to 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 r
the stated maturity date.

We have determined that the compa
to 4.3758% per annum, compounded quarter
yield, if you are an initial holder that holds a r
your taxes on a calendar year basis, we hav
required to report the following amounts as o
account any positive or negative adjustments
into account based on the actual payments o
year:

Accrual Period	Interest Deemed to Accrue During Accrual Period (per $1,000 note)
June 26, 2014 through December 31, 2014	$22.22
January 1, 2015 through December 31, 2015	$42.01
January 1, 2016 through December 31, 2016	$40.84
January 1, 2017 through December 31, 2017	$40.41
January 1, 2018 through December 31, 2018	$40.29
January 1, 2019 through December 31, 2019	$40.33
January 1, 2020 through December 31, 2020	$40.46
January 1, 2021 through December 31, 2021	$40.68
January 1, 2022 through December 31, 2022	$40.97
January 1, 2023 through December 31, 2023	$41.28
January 1, 2024 through December 31, 2024	$41.65
January 1, 2025 through December 31, 2025	$42.05
January 1, 2026 through December 31, 2026	$42.44
January 1, 2027 through December 31, 2027	$42.86
January 1, 2028 through December 31, 2028	$43.28
January 1, 2029 through June 26, 2029	$21.31

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

Taxable Year:	Payment on March 26	Payment on June 26	Payment on September 26
2014	N/A	N/A	$22.50
2015	$22.50	$22.50	$17.66
2016	$15.13	$14.09	$13.18
2017	$11.88	$11.42	$11.02
2018	$10.44	$10.22	$10.02

2019	$9.70	$9.56	$9.43
2020	$9.18	$9.10	$9.01
2021	$8.80	$8.72	$8.60
2022	$8.53	$8.50	$8.47
2023	$8.42	$8.37	$8.35
2024	$8.27	$8.25	$8.19
2025	$8.18	$8.19	$8.20
2026	$8.23	$8.25	$8.27
2027	$8.31	$8.30	$8.33
2028	$8.37	$8.39	$8.40
2029	$8.42	$1,008.43	N/A

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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 maturity 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 mad any Form 1099-OID.

If you purchase your notes at a price o price as determined for tax purposes, you m the difference between the price you paid fo issue price is attributable to a change in expe payment schedule, a change in interest rates allocate the difference accordingly. If the adj greater than the price you paid for your note adjustments increasing (i) the amount of inte accrue and include in income each year, and income (or decreasing the amount of ordinar exchange, redemption or maturity, by the am interest and projected payment schedule; if t notes is less than the price you paid for your adjustments, decreasing (i) the amount of int income each year, and (ii) the amount of ord amount of ordinary loss) recognized upon sa maturity by the amounts allocated to each of schedule. Adjustments allocated to the intere date the daily portion of interest accrues.

The adjusted issue price of your notes issue price plus any interest deemed to be a rules governing contingent payment debt inst purchase your notes, decreased by the amo and the projected amount of any contingent p respect to the notes. The original issue price price at which a substantial amount of the no bond houses, brokers, or similar persons or capacity of underwriters, placement agents,

Because any Form 1099-OID that you of positive or negative adjustments resulting price other than the adjusted issue price dete

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purposes, you are urged to consult with your tax 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 projected amount of any contingent payment previously made to you 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, exchange, redemption 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 ownin instrument.

United States Alien

If you are a United States alien holder "United States Taxation — Taxation of Debt S Holders" in the accompanying prospectus for consequences relevant to you. You are a Uni the beneficial owner of the notes and are, fo tax purposes:

- a nonresident alien individual;
- a foreign corporation; or
- an estate or trust that in either case is federal income tax on a net income ba notes.

Backup Withholding and Info

Please see the discussion under "Unite Debt Securities — Backup Withholding and I accompanying prospectus for a description o withholding and information reporting rules to

Foreign Account Tax Compliance A

Pursuant to Treasury regulations, Fore (FATCA) withholding (as described in "United Debt Securities—Foreign Account Tax Comp prospectus) will generally not apply to obliga July 1, 2014; therefore, the notes will not be

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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 insurance company pooled separate accounts (prohibited transaction exemption 90-1), transactions inv
funds (prohibited transaction exemption 91-3
providers under Section 408(b)(17) of ERISA
Code where the Plan receives no less and pa
consideration" (within the meaning of Section
Section 4975(f)(10) of the Code). The perso
of a Plan or a governmental plan shall be de
plan, by purchasing and holding the notes, or
thereto, to represent that (a) the plan will rec
than "adequate consideration" (within the me
ERISA and Section 4975(f)(10) of the Code)
and holding of the notes, (b) none of the purc
the notes or the exercise of any rights relate
nonexempt prohibited transaction under ERIS
to a governmental plan, under any similar ap
(c) neither The Goldman Sachs Group, Inc. n
"fiduciary" (within the meaning of Section 3(2
a governmental plan, under any similar applic
respect to the purchaser or holder in connect
acquisition, disposition or holding of the notes
by The Goldman Sachs Group, Inc. or any o
connection with the notes, and no advice pro
Group, Inc. or any of its affiliates has formed
investment decision by or on behalf of such p
with the notes and the transactions contempl

If you are an insurance company or the fiduciary of a pension plan or an employee benefit plan (including a governm plan), and propose to invest in the notes, 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 3.75% 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 June 26, 2014, 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 th
implemented the relevant provision of the 20
natural or legal persons (other than qualified
Prospectus Directive), subject to obtaining th
Dealer or Dealers nominated by the Issuer fo

(c) at any time in any other circumstance
Prospectus Directive,

provided that no such offer of offered no
shall require the Issuer or any Dealer to publ
Article 3 of the Prospectus Directive, or supp
Article 16 of the Prospectus Directive.

For the purposes of this provision, the ex
the public" in relation to any notes in any Rel
communication in any form and by any mean
terms of the offer and the notes to be offere
decide to purchase or subscribe the notes, a
Relevant Member State by any measure imp
Directive in that Relevant Member State, the
means Directive 2003/71/EC (and amendme
PD Amending Directive, to the extent implem
State), and includes any relevant implementi
Member State and the expression "2010 PD
Directive 2010/73/EU.

Goldman, Sachs & Co. has represented

(a) it has only communicated or caused t
communicate or cause to be communicated a
engage in investment activity (within the mea
received by it in connection with the issue or
circumstances in which Section 21(1) of the F
Goldman Sachs Group, Inc.; and

(b) it has complied and will comply with a
FSMA with respect

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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 institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person (pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in

Section 275 of the SFA or (iii) otherwise purs
the conditions of, any other applicable provis

Where the offered notes are subscribe
Section 275 of the SFA by a relevant person
(which is not an accredited investor (as defin
sole business of which is to hold investments
which is owned by one or more individuals, e
investor; or (b) a trust (where the trustee is n
whose sole purpose is to hold investments a
an individual who is an accredited investor, s
shares and debentures of that corporation or
interest (howsoever described) in that trust s
months after that corporation or that trust ha
pursuant to an offer made under Section 275
institutional investor (for corporations, under
relevant person defined in Section 275(2) of
pursuant to an offer that is made on terms th
units of shares and debentures of that corpo
in that trust are acquired at a consideration o
equivalent in a foreign currency) for each tran
to be paid for in cash or by exchange of secu
further for corporations, in accordance with t
Section 275 of the SFA; (2) where no consid
transfer; (3) where the transfer is by operatio
Section 276(7) of the SFA.

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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 applicable law
above. This opinion is given as of the date he
laws of the United States, the laws of the Sta
Corporation Law of the State of Delaware as
addition, this opinion is subject to customary
authorization, execution and delivery of the in
signatures and certain factual matters, all as
counsel dated September 19, 2011, which ha
The Goldman Sachs Group, Inc.'s registratio
with the Securities and Exchange Commissio

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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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Prospectus Supplement

Prospectus Supplement dated September 19, 2011

Prospectus dated September 19, 2011

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Group, I

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