

PROSPECTUS SUPPLEMENT NO. 3 TO THE BASE PROSPECTUS DATED 26 JUNE 2012



GOLDMAN SACHS INTERNATIONAL
(Incorporated with unlimited liability in England)

GOLDMAN, SACHS & CO. WERTPAPIER GMBH
(Incorporated with limited liability in Germany)

GOLDMAN SACHS BANK (EUROPE) PLC
(Incorporated with limited liability in Ireland)

**PROGRAMME FOR THE ISSUANCE OF
WARRANTS, NOTES AND CERTIFICATES**

in respect of which the obligations of Goldman Sachs International,
Goldman, Sachs & Co. Wertpapier GmbH and
Goldman Sachs Bank (Europe) plc are
guaranteed by

THE GOLDMAN SACHS GROUP, INC.
(A corporation organised under the laws of the State of Delaware)

This prospectus supplement (the "**Prospectus Supplement**") to the base prospectus dated 26 June 2012 (the "**Original Base Prospectus**") prepared by Goldman, Sachs & Co. Wertpapier GmbH ("**GSW**") as issuer, Goldman Sachs Bank (Europe) plc ("**GSBE**") as issuer, Goldman Sachs International ("**GSI**") as issuer and The Goldman Sachs Group, Inc. ("**GSG**") as guarantor under their programme for the issuance of warrants, notes and certificates with respect to the securities (the "**Programme**"), constitutes a supplement to the Base Prospectus for the purposes of Article 13 of Chapter 1 of Part II of the Luxembourg Law on Prospectuses for Securities dated 10 July 2005 and amended on 3 July 2012 (the "**Luxembourg Law**") and should be read in conjunction therewith and with Prospectus Supplement No. 1, dated 25 July 2012 and Prospectus Supplement No. 2, dated 13 August 2012 (the Original Base Prospectus as so supplemented, the "**Base Prospectus**"). Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

This Prospectus Supplement supplements the Base Prospectus by:

- (1) supplementing the General Instrument Conditions therein to include Events of Default;
- (2) supplementing and amending the General Note Conditions therein to include a cure period for Deliverable Assets in the Events of Default; and
- (3) incorporating by reference therein the unaudited half-yearly financial report of GSI for the period ended 30 June 2012 (the "**GSI Interim Financial Statements**") and the unaudited half-yearly financial statements and interim management report of GSW for the period ended 30 June 2012 (the "**GSW Interim Financial Statements**") (together with an unofficial English translation thereof).

In accordance with Article 13 paragraph 2 of the Luxembourg Law, investors who have already agreed to purchase or subscribe for the securities before this Prospectus Supplement is published have the right

exercisable until 16 October 2012 which is two working days after the publication of this Prospectus Supplement, to withdraw their acceptances.

Inclusion of Events of Default in General Instrument Conditions

The section entitled " General Instrument Conditions" in the Base Prospectus is hereby supplemented and amended by virtue of this Prospectus Supplement, as follows:

1. the following paragraph shall be inserted immediately beneath "European Style Instruments" on page 110 of General Instrument Condition 2 (*Definitions and Interpretation*) of the Original Base Prospectus:

"Event of Default" means any of the events described in General Instrument Condition 31(a) (*Events of Default*);"

2. the following new General Instrument Condition 31 (*Events of Default*) shall be inserted immediately below General Instrument Condition 30 (*Third Party Rights*) on page 149 of the Original Base Prospectus:

"31. Events of Default

- (a) *Events of Default:* Unless the relevant Final Terms specifies otherwise, an Event of Default with respect to any issuance of Instruments will mean any of the following:
 - (i) the Issuer, failing whom, the Guarantor does not pay the Settlement Amount or other termination amount or any other amount payable on the Instruments (other than Interest Amount) on any of the Instruments on the due date;
 - (ii) the Issuer, failing whom, the Guarantor does not pay interest on any of the Instruments when the same is due and payable or does not deliver any Deliverable Asset when the same is due and deliverable and such failure continues for 30 days after notice of such failure has been received by the Issuer from a Holder;
 - (iii) (a) the Issuer becomes insolvent or is unable to pay its debts as they fall due, (b) an administrator or liquidator of the Issuer or the whole or substantially the whole of the undertaking, assets and revenues of the Issuer is appointed (or application for any such appointment is made), (c) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness (for money borrowed or raised) or any guarantee given by it to pay another person's indebtedness (for money borrowed or raised) or (d) the Issuer ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent);
 - (iv) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent);
 - (v) any event occurs which under the laws of Ireland (in the case of Instruments issued by GSBE) or Germany (in the case of Instruments issued by GSW) has an analogous effect to any of the events referred to in paragraphs (iii) and (iv) above;
 - (vi) the entry by a court having jurisdiction in the premises of (a) a decree or order for relief in respect of GSG in an involuntary case or proceeding under any applicable U.S. Federal or State bankruptcy, insolvency, reorganisation or other similar law or (b) a decree or order adjudging GSG a bankrupt or insolvent, or approving as properly filed a petition seeking reorganisation, arrangement, adjustment or

composition of or in respect of GSG under any applicable U.S. Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of GSG or of any substantial part of the property of GSG, or ordering the winding-up or liquidation of the affairs of GSG, and any such decree or order for relief or any such other decree or order shall continue unstayed and in effect for a period of 60 consecutive days; or

- (vii) commencement by GSG of a voluntary case or proceeding under any applicable U.S. Federal or State bankruptcy, insolvency, reorganisation or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by GSG to the entry of a decree or order for relief in respect of an involuntary case or proceeding under any applicable U.S. Federal or State bankruptcy, insolvency, reorganisation or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against GSG, or the filing by GSG of a petition or answer or consent seeking reorganisation or relief under any such applicable U.S. Federal or State law, or the consent by GSG to the filing of such petition or to the appointment of or the taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of GSG or of any substantial part of its property, or the making by GSG of an assignment for the benefit of creditors, or the taking of action by the Issuer in furtherance of any such action.
- (b) *Consequences:* If an Event of Default occurs and is continuing, the Holder of any Instrument may, by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, or in the case of the holder of Swiss Instruments to the Specified Office of the Swiss Paying Agent, declare its Instrument to be immediately due and payable and unless all such defaults have been cured by the Issuer or the Guarantor prior to the receipt of such notice, the nominal amount of the Instrument (if any) shall be immediately due and payable together with accrued interest (if any) unless the Settlement Amount or Interest Amount of the Instrument is linked to or determined by reference to one or more Underlying Asset, in which case the amount payable upon such acceleration shall be equal to the Non-scheduled Early Repayment Amount.
- (c) *Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments:* If an Event of Default with respect to Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of any Series at the time outstanding occurs and is continuing, then in every such case, unless the Settlement Amount of all of the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of such Series shall have already become due and payable, the Euroclear Finland Holders, Euroclear Sweden Holders or VPS Holders of at least 25 per cent. in nominal amount (if applicable) or in total number of the outstanding Instruments of that Series may declare the Settlement Amount of all of the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of that Series to be due and payable immediately (or on such later date on which the relevant Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments have been transferred to the account designated by the Finnish Paying Agent, Swedish Paying Agent or Norwegian Paying Agent and blocked for further transfer by the Finnish Paying Agent, Swedish Paying Agent or Norwegian Paying Agent) at their Non-scheduled Early Repayment Amount, by a notice in writing to the Issuer, and upon any such declaration such Early Termination Amount, together with the unpaid interest, if any, shall become immediately due and payable.

At any time after such a declaration of acceleration with respect to Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of any Series has been made and before a judgment or decree for payment of the money due has been obtained, the Euroclear Finland Holders, Euroclear Sweden Holders or VPS Holders of at least a majority in nominal amount (if applicable) or total number of outstanding Instruments of that Series, by written notice to the Issuer and the Fiscal Agent (or the Finnish Paying Agent, Swedish Paying Agent or Norwegian Paying Agent (as the case may be)), may rescind and annul such declaration and its consequences if the Issuer or, if applicable, the Guarantor, has paid or deposited with the Fiscal Agent

(or the Finnish Paying Agent, Swedish Paying Agent or Norwegian Paying Agent (as the case may be)) a sum sufficient to pay in the Settlement Currency in which the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of such Series are payable:

- (i) all overdue interest, if any, on all Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of that Series;
- (ii) the Settlement Amount or other amount of any Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of that Series which have become due otherwise than by such declaration of acceleration and (if applicable) interest thereon at the Interest Rate applicable to that Series; and
- (iii) all Events of Default with respect to Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of that Series, other than the non-payment of the Settlement Amount or other amount of Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of that Series, which have become due solely by such declaration of acceleration, have been cured or waived as provided below. No such rescission shall affect any subsequent default or impair any right consequent thereon.

The Euroclear Finland Holders, Euroclear Sweden Holders or VPS Holders of at least a majority in nominal amount (if applicable) or total number of the outstanding Instruments of any Series may on behalf of the Euroclear Finland Holders, Euroclear Sweden Holders or VPS Holders of all the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of such Series waive any past default hereunder with respect to such Series and its consequences, except a default in the payment of the Settlement Amount or interest, if any, on any Euroclear Finland Registered Instrument, Euroclear Sweden Registered Instrument or VPS Registered Instrument of such Series, or in the payment of any sinking fund instalment or analogous obligation with respect to the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments, such Series. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of the Agency Agreement and the Euroclear Finland Registered Instruments, Euroclear Sweden Registered Instruments or VPS Registered Instruments of such Series, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon."

Amending Events of Default in General Note Conditions to include a cure period for Deliverable Assets

The section entitled "General Note Conditions" in the Base Prospectus shall be supplemented and amended by virtue of this Prospectus Supplement by deleting the General Note Conditions 16(a)(i) and 16(a)(ii) on page 181 of the Original Base Prospectus and replacing them with the following two paragraphs:

- "(i) the Issuer, failing whom, the Guarantor does not pay the principal on any of the Notes on the due date;
- (ii) the Issuer, failing whom, the Guarantor does not pay interest on any of the Notes when the same is due and payable or does not deliver any Deliverable Asset when the same is due and deliverable and such failure continues for 30 days after notice of such failure has been received by the Issuer from a Holder;"

Incorporation by reference of GSI and GSW Interim Financial Statements

The GSI Interim Financial Statements and the GSW Interim Financial Statements are incorporated into, and form part of, this Prospectus Supplement, and the information contained in this Prospectus Supplement, the GSI Interim Financial Statements and the GSW Interim Financial Statements shall be deemed to update and supersede any such information contained in the Base Prospectus, or any document incorporated by reference therein. This Prospectus Supplement and the documents incorporated by reference into this Prospectus Supplement will be available on the website of the Luxembourg Stock Exchange at <http://www.bourse.lu>.

The information below is included to provide investors with additional information about documents that have been incorporated by reference as of the date of this Prospectus Supplement.

The Base Prospectus, as supplemented by this Prospectus Supplement, incorporates by reference the following documents in relation to Goldman Sachs International and Goldman, Sachs & Co. Wertpapier GmbH.

The following sections "2. Goldman Sachs International" and "3. Goldman, Sachs & Co. Wertpapier GmbH" supersede the same such sections in the "Documents incorporated by reference" on pages 61 to 63 of the Base Prospectus.

2. Goldman Sachs International

GSI files documents and information with the Commission de Surveillance du Secteur Financier (the "CSSF"). The following documents, which GSI has filed with the CSSF, are hereby incorporated by reference into the Base Prospectus;

- (1) The GSI Interim Financial Statements.
- (2) The Directors' Report and Financial Statements of GSI for the period ended 31 December 2011.
- (3) The Directors' Report and Financial Statements of GSI for the period ended 31 December 2010.

Goldman Sachs International

GSI Information in the Financial Statements	GSI Interim Financial Statements (unaudited)	31 December 2011 Financial Statements	31 December 2010 Financial Statements
Management Report	pp. 1-5	pp. 1-7	pp. 1-7
Balance Sheet	p. 7	p. 10	p. 10
Profit and Loss Account	p. 6	p. 9	p. 9
Notes to the Financial Statements	pp. 8-17	pp. 11-38	pp. 11-37
Independent Auditors' Report	N/A	p. 8	p. 8

The unincorporated parts of the documents incorporated by reference are either covered elsewhere in the Base Prospectus or not relevant for investors.

In addition, such documents will be available free of charge from the Luxembourg listing agent, Banque Internationale à Luxembourg, société anonyme, from its principal office in Luxembourg and from the Swiss Programme Agent and the Swiss Paying Agent. The Luxembourg Stock Exchange will publish such documents on its website at www.bourse.lu.

3. **Goldman, Sachs & Co. Wertpapier GmbH**

GSW files documents and information with the CSSF. The following documents, which GSW has filed with the CSSF, are hereby incorporated by reference into the Base Prospectus:

- (1) The German language version of the GSW Interim Financial Statements (together with an unofficial English translation thereof, for which GSW accepts responsibility)
- (2) The German language version of the (a) Financial Statements and Management Report for the business year from 1 January 2011 to 31 December 2011 and (b) Auditors' Report thereon (together with, in each case, an unofficial English translation thereof, for which GSW accepts responsibility).
- (3) The German language version of the (a) Financial Statements and Management Report from 1 January 2010 to 31 December 2010 and (b) Auditors' Report thereon (together with, in each case, an unofficial English translation thereof, for which GSW accepts responsibility).

Goldman, Sachs & Co. Wertpapier GmbH

GSW Information in the Financial Statements	GSW Interim Financial Statements	31 December 2011 Financial Statements	31 December 2010 Financial Statements
Management Report	pp. 1-4	pp. 1-4	pp. 3-6
Balance Sheet	p. 5	p. 5	p. 8
Profit and Loss Account/Income Statement	p. 6	p. 6	p. 9
Cash Flow Statement	p. 12	p. 12	p. 15
Notes to the Financial Statements	p. 7-11	pp. 7-11	pp. 10-14
Independent Auditors' Report	N/A	pp. 14-15	pp. 17-18
Statement of Changes in Shareholders' Equity	p. 13	p. 13	p. 16

Only the German language versions of the financial statements relating to GSW are legally binding.

The unincorporated parts of the documents incorporated by reference are either covered elsewhere in the Base Prospectus or not relevant for investors.

In addition, such documents will be available free of charge from the Luxembourg listing agent, Banque Internationale à Luxembourg, société anonyme, from its principal office in Luxembourg and from the Swiss Programme Agent and the Swiss Paying Agent. The Luxembourg Stock Exchange will publish such documents on its website at www.bourse.lu.

References to the Base Prospectus shall hereafter mean the Base Prospectus as supplemented by this Prospectus Supplement. Each of the Issuers and the Guarantor has taken all reasonable care to ensure that the information contained in the Base Prospectus, as supplemented by this Prospectus Supplement, is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import and accepts responsibility accordingly.

This Prospectus Supplement is not for use in, and may not be delivered to or inside, the United States.

Prospectus Supplement, dated 12 October 2012