

**PROSPECTUS SUPPLEMENT NO. 6 TO THE BASE PROSPECTUS DATED 22 OCTOBER
2015 FOR THE GUARANTEED SENIOR SECURED NOTES PROGRAMME**



GOLDMAN SACHS INTERNATIONAL
(Incorporated with unlimited liability in England)

PROGRAMME FOR THE ISSUANCE OF SECURED NOTES

in respect of which the payment and delivery
obligations of Goldman Sachs International
are guaranteed by

THE GOLDMAN SACHS GROUP, INC.

(A corporation organised under the laws of the State of Delaware, United States of America)

This Prospectus Supplement No. 6 (the “**Prospectus Supplement**”) to the Base Prospectus dated 22 October 2015 as amended by Prospectus Supplement No.1 dated 6 November 2015, Prospectus Supplement No.2 dated 20 November 2015, Prospectus Supplement No.3 dated 9 December 2015, Prospectus Supplement No.4 dated 18 January 2016 and Prospectus Supplement No.5 dated 22 January 2016 (as so amended, the “**Base Prospectus**”) prepared by Goldman Sachs International (“**GSI**” or the “**Issuer**”) as Issuer and The Goldman Sachs Group, Inc. (“**GSG**”, the “**GS Group**” or the “**Guarantor**”) as the guarantor of the payment and delivery obligations of the Issuer under the programme for the issuance of Secured Notes is issued in accordance with Article 16 of Directive 2003/71/EC (“**Prospectus Directive 2003/71/EC**”). The Prospectus Supplement constitutes a supplement to the Base Prospectus and should be read in conjunction with the Base Prospectus. This document also constitutes a Supplementary Listing Particulars for the purpose of listing on the Official List of the Irish Stock Exchange and trading on the Global Exchange Market of the Irish Stock Exchange and should be read in conjunction with the Base Listing Particulars. Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

The Issuer and the Guarantor have 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 their knowledge, in accordance with the facts and contains no omission likely to affect its import and accept responsibility accordingly.

The Prospectus Supplement has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under the Prospectus Directive 2003/71/EC. The Central Bank only approves this Prospectus Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Application has been made to the Irish Stock Exchange to approve this Supplementary Listing Particulars and to admit certain Secured Notes to listing on the Official List of the Irish Stock Exchange and to trading on the Global Exchange Market of the Irish Stock Exchange.

This Prospectus Supplement amends the sections of the Base Prospectus entitled “Risk Factors”, “Overview of the Programme”, “Base Terms and Conditions” and “Final Terms”.

The information contained in this Prospectus Supplement shall be deemed to update any information contained in the Base Prospectus or any document incorporated by reference therein. This Prospectus Supplement will be available on the website of the Irish Stock Exchange at <http://www.ise.ie/app/DeptSecurityDocuments.aspx?progID=366&uID=3538&FIELD SORT=docId>.

AMENDMENTS TO THE BASE PROSPECTUS

Set out below is the amendment to the Base Prospectus, in the section entitled “Overview of the Programme.”

On pages 8 to 10 of the Base Prospectus, the section entitled “*Extension Option*” shall be deleted and replaced with the following:

Extension Option..... If specified in the Final Terms, the Issuer may elect to extend the Maturity Date of the Secured Notes to one of the dates specified in the Final Terms as Extended Maturity Dates (each an “**Extended Maturity Date**”) by delivery of a notice (the “**Extension Notice**”) to the relevant Clearing System (through the Trustee) on the date specified in the Final Terms for the relevant Extended Maturity Date (each an, “**Extension Notice Date**”) by no later than 12:00 p.m. (London time) on such date. The Trustee shall deliver any Extension Notice received from the Issuer to the relevant Clearing System no later than 5:00 p.m. (London time) on the same Business Day on which the Extension Notice is received by the Trustee.

The Extension Notice shall state:

- confirmation that the Issuer is electing to modify the Maturity Date;
- the Series of Notes being modified;
- the relevant Extended Maturity Date;
- the date from which such extension shall be effective;
- the applicable Exercise Deadline (as defined below);
- the applicable interest rate for the period between the initial Maturity Date and the applicable Extended Maturity Date (the “**Extended Interest Rate**”); and
- the form of Non-Extension Notice (as defined below).

The Noteholders have the option not to extend the Maturity Date in respect of some or a portion of the Secured Notes of the relevant Series (the “**Non-Extension Option**”) but in order to do so Noteholders must deliver a duly completed notice (the “**Non-Extension Notice**”) (in the form annexed to the applicable Extension Notice) to the office of the relevant Clearing System during its usual business hours on the applicable deadline specified therein (the “**Exercise Deadline**”) for communication by the relevant Clearing System through the Trustee to the Issuer. Upon delivery to the relevant Clearing System, a Non-Extension Notice shall be revocable until the applicable Exercise Deadline, at which time such notice will become irrevocable and binding upon the Noteholder or any transferee of the Secured Notes to which the Non-Extension Notice relates. There will be a minimum of 10 Business Days between each Extension Notice Date and applicable Exercise Deadline, unless otherwise agreed with the relevant Clearing System.

The Issuer may not extend the Maturity Date of the Secured Notes beyond the Final Maturity Date specified in the Final Terms.

Noteholders may exercise the Non-Extension Notice in respect of all or any portion of the Secured Notes of the relevant Series. In the event that Noteholders exercise the Non-Extension Option in respect of all of the Secured Notes of the relevant Series, all such Secured Notes of that Series in respect of which the Non-Extension Option has been exercised will be redeemed on the then current Maturity Date. In the event that Noteholders exercise the Non-Extension Option in respect of a portion of the Secured Notes of the relevant Series, the Secured Notes in respect of which the Non-Extension Option is exercised will become due and payable on the then current Maturity Date. Any portion of the Secured Notes in respect of which the Non-Extension Option is exercised shall have a principal amount which is not less than the Minimum Denomination and which is a multiple thereof.

Upon the exercise of a Non-Extension Option in relation to some but not all of the Secured Notes of the relevant Series, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the relevant Noteholders of such unextended Secured Notes, at the expense of the Issuer, a new Global Note on the same terms, in an aggregate principal amount equal to,

and in exchange for, the unextended Secured Notes, provided that: (i) each new Global Note will be in a principal amount of the applicable Minimum Denomination or integral multiples thereof; and (ii) with respect to any new Global Notes issued under the New Safekeeping Structure (the “NSS”), the Trustee shall instruct, or shall cause the Paying Agent through the Common Service Provider to instruct the Common Safekeeper to effectuate such Global Note and such Global Note shall be effectuated by the Common Safekeeper. The new Global Note so issued will not include an Extension Option, have a separate ISIN and a separate Common Code and its maturity date will be the then current Maturity Date. The outstanding principal amount of such extended Secured Notes shall be reduced by the amount of the unextended Secured Notes with effect from the applicable Extension Date, provided that any such principal amount of the outstanding extended Secured Notes will not be less than the applicable Minimum Denomination or integral multiples thereof.

In the event that the Issuer fails to cause an Extension Notice to be delivered to the relevant Clearing System on an Extension Notice Date, then each of the relevant Noteholders will be deemed to have exercised their Non-Extension Option, the then current Maturity Date shall not be extended and the Notes will be redeemed on the then current Maturity Date.

If Noteholders do not deliver a Non-Extension Notice prior to the applicable Exercise Deadline, the then current Maturity Date shall be extended automatically to the next following Extended Maturity Date and interest from the then current Maturity Date will continue to accrue on the Secured Notes at the interest rate specified in the Extension Notice and shall be payable on the applicable Extended Maturity Date.

If the Issuer exercises an Extension Option and the Noteholders exercise their Non-Extension Option in respect of any Secured Notes, such unextended Secured Notes of that Series will be non-transferable in the period between the relevant Exercise Deadline and the relevant Extension Date. For the avoidance of doubt, this transfer restriction will not apply to Secured Notes in respect of which the Noteholders have not exercised their Non-Extension Option.

Issue Price The Secured Notes will be sold at the price specified in the Final Terms.

Interest The Secured Notes may be issued on a fixed rate or a floating rate basis, as specified in the relevant Final Terms.

Set out below is the amendment to the Base Prospectus, in the section entitled “Risk Factors”.

On page 16 of the Base Prospectus, the section entitled “*Limited Liquidity*” shall be deleted and replaced with the following:

Limited Liquidity

Although application will be made to admit the Secured Notes on the Official List of the Irish Stock Exchange and either admit them to trading on the regulated market or admit them to trading on the Global Exchange Market of the Irish Stock Exchange, the Secured Notes may have no liquidity. An investor must be prepared to hold them until maturity. GSI and its affiliates do not intend to make a market in the Secured Notes (unless otherwise specified in the Final Terms), and accordingly a secondary market is unlikely to develop. GSI is under no legal obligation or commitment to provide liquidity. In addition, the Secured Notes are subject to certain transfer restrictions and can only be transferred to certain transferees meeting specified criteria. Such restrictions on the transfer of Secured Notes may further limit their liquidity. Consequently, an investor in the Secured Notes must be prepared to hold the Secured Notes for an indefinite period of time or until their scheduled maturity date.

On page 20 of the Base Prospectus, the sections entitled “*Extendible Secured Notes are subject to restrictions on transfer*”, “*A new Global Note will be issued for the unextended portion of Secured Notes*” and “*The new Global Note will be unlisted*” shall be deleted and replaced with the following:

Extendible Secured Notes are subject to restrictions on transfer

If the Issuer exercises its Extension Option and the beneficial owners of interests in the Secured Notes exercise their Non-Extension Option, such unextended Secured Notes will be non-transferable in the period between the deadline for delivery of the Non-Extension Option by beneficial owners of interests in the Secured Notes and the relevant extension date specified in the Extension Notice. For the avoidance of doubt, no restriction on transfer will exist during the period for beneficial owners of interests in the Secured Notes who have not exercised their Non-Extension Option.

A new Global Note will be issued for the unextended portion of Secured Notes

A new Global Note will be issued in relation to any portion of the Secured Notes in respect of which the Non-Extension Option is exercised. The new Global Note so issued shall be in the principal amount of the unextended portion of the Secured Notes and will have the same terms as the Secured Notes which are extended, except for an extension option, separate Common Code and ISIN and its maturity date will be the then current Maturity Date.

The new Global Note will be unlisted

If the Issuer elects to extend the Secured Notes, the new Global Note in relation to the portion of Secured Notes in respect of which the Non-Extension Option is exercised, will be unlisted. The Issuer will need to make an additional application to admit the new Global Note on the Official List of the Irish Stock Exchange and either admit it to trading on the regulated market or on the Global Exchange Market of the Irish Stock Exchange. The Issuer will prepare new Final Terms noting the new ISIN, Common Code, principal amount, description of Secured Notes and exclusion of extension option.

Set out below is the amendment to the Base Prospectus, in the section entitled “Base Terms and Conditions of the Secured Notes.”

On pages 47 to 48 of the Base Prospectus, the section entitled “*Extension Option*” shall be deleted and replaced with the following:

Extension Option..... If specified in the Final Terms, the Issuer may elect to extend the Maturity Date of the Secured Notes to one of the dates specified in the Final Terms as Extended Maturity Dates (each an “**Extended Maturity Date**”) by delivery of a notice (the “**Extension Notice**”) to the relevant Clearing System (through the Trustee) on the date specified in the Final Terms for the relevant Extended Maturity Date (each an, “**Extension Notice Date**”) by no later than 12:00 p.m. (London time) on such date. The Trustee shall deliver any Extension Notice received from the Issuer to the relevant Clearing System no later than 5:00 p.m. (London time) on the same Business Day on which the Extension Notice is received by the Trustee.

The Extension Notice shall state:

- confirmation that the Issuer is electing to modify the Maturity Date;
- the Series of Notes being modified;
- the relevant Extended Maturity Date;
- the date from which such extension shall be effective;
- the applicable Exercise Deadline (as defined below);
- the applicable interest rate for the period between the initial Maturity Date and the applicable Extended Maturity Date (the “**Extended Interest Rate**”); and
- the form of Non-Extension Notice (as defined below).

The Noteholders have the option not to extend the Maturity Date in respect of some or a portion of the Secured Notes of the relevant Series (the “**Non-Extension Option**”) but in order to do so Noteholders must deliver a duly completed notice (the “**Non-Extension Notice**”) (in the form annexed to the applicable Extension Notice) to the office of the relevant Clearing System during its usual business hours on the applicable deadline specified therein (the “**Exercise Deadline**”) for communication by the relevant Clearing System through the Trustee to the Issuer. Upon delivery to the relevant Clearing System, a Non-Extension Notice shall be revocable until the applicable Exercise Deadline, at which time such notice will become irrevocable and

binding upon the Noteholder or any transferee of the Secured Notes to which the Non-Extension Notice relates. There will be a minimum of 10 Business Days between each Extension Notice Date and applicable Exercise Deadline, unless otherwise agreed with the relevant Clearing System.

The Issuer may not extend the Maturity Date of the Secured Notes beyond the Final Maturity Date specified in the Final Terms.

Noteholders may exercise the Non-Extension Notice in respect of all or any portion of the Secured Notes of the relevant Series. In the event that Noteholders exercise the Non-Extension Option in respect of all of the Secured Notes of the relevant Series, all such Secured Notes of that Series in respect of which the Non-Extension Option has been exercised will be redeemed on the then current Maturity Date. In the event that Noteholders exercise the Non-Extension Option in respect of a portion of the Secured Notes of the relevant Series, the Secured Notes in respect of which the Non-Extension Option is exercised will become due and payable on the then current Maturity Date. Any portion of the Secured Notes in respect of which the Non-Extension Option is exercised shall have a principal amount which is not less than the Minimum Denomination and which is a multiple thereof.

Upon the exercise of a Non-Extension Option in relation to some but not all of the Secured Notes of the relevant Series, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the relevant Noteholders of such unextended Secured Notes, at the expense of the Issuer, a new Global Note on the same terms, in an aggregate principal amount equal to, and in exchange for, the unextended Secured Notes, provided that: (i) each new Global Note will be in a principal amount of the applicable Minimum Denomination or integral multiples thereof; and (ii) with respect to any new Global Notes issued under the New Safekeeping Structure (the “NSS”), the Trustee shall instruct, or shall cause the Paying Agent through the Common Service Provider to instruct the Common Safekeeper to effectuate such Global Note and such Global Note shall be effectuated by the Common Safekeeper. The new Global Note so issued will not include an Extension Option, have a separate ISIN and a separate Common Code and its maturity date will be the then current Maturity Date. The outstanding principal amount of such extended Secured Notes shall be reduced by the amount of the unextended Secured Notes with effect from the applicable Extension Date, provided that any such principal amount of the outstanding extended Secured Notes will not be less than the applicable Minimum Denomination or integral multiples thereof.

In the event that the Issuer fails to cause an Extension Notice to be delivered to the relevant Clearing System on an Extension Notice Date, then each of the relevant Noteholders will be deemed to have exercised their Non-Extension Option, the then current Maturity Date shall not be extended and the Notes will be redeemed on the then current Maturity Date.

If Noteholders do not deliver a Non-Extension Notice prior to the applicable Exercise Deadline, the then current Maturity Date shall be extended automatically to the next following Extended Maturity Date and interest from the then current Maturity Date will continue to accrue on the Secured Notes at the interest rate specified in the Extension Notice and shall be payable on the applicable Extended Maturity Date.

If the Issuer exercises an Extension Option and the Noteholders exercise their Non-Extension Option in respect of any Secured Notes, such unextended Secured Notes of that Series will be non-transferable in the period between the relevant Exercise Deadline and the relevant Extension Date. For the avoidance of doubt, this transfer restriction will not apply to Secured Notes in respect of which the Noteholders have not exercised their Non-Extension Option.

Set out below is the amendment to the Base Prospectus, in the section entitled “Form of Final Terms.”

On pages 51 to 58 of the Base Prospectus, the section entitled “*Final Terms*” shall be deleted and replaced with the following:

FORM OF FINAL TERMS

Where Secured Notes are to be listed or admitted to trading on the Global Exchange Market of the Irish Stock Exchange (the “**GEM**”), references in this form of Final Terms to “Base Prospectus” shall be replaced with references to “Base Listing Particulars” and references to “Final Terms” shall be replaced with “Pricing Supplement”, which should be read in conjunction with the Base Listing Particulars.



GUARANTEED SENIOR SECURED NOTES PROGRAMME *issued by*

GOLDMAN SACHS INTERNATIONAL

in respect of which the payment and delivery obligations are guaranteed by
THE GOLDMAN SACHS GROUP, INC.
(the “PROGRAMME”)

FINAL TERMS

DATED [●]

**SERIES 20[●]-[●] SENIOR SECURED [EXTENDIBLE] [FIXED][FLOATING] RATE
NOTES**
(the “SERIES”)

ISIN: [●]

Common Code: [●]

This document constitutes the Final Terms of the above Series of Secured Notes (the “**Secured Notes**”) [for the purposes of Article 5(4) of Directive 2003/71/EC] *[Delete if not applicable]* and must be read in conjunction with the Base Prospectus dated 22 October 2015, as supplemented from time to time, and in particular, the Base Terms and Conditions of the Secured Notes, as set out therein. Full information on the Issuer, The Goldman Sachs Group, Inc. (the “**Guarantor**”), and the terms and conditions of the Secured Notes, is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus has been published in accordance with Article 14 of Directive 2003/71/EC at www.ise.ie and is available for viewing during normal business hours at the registered office of the Issuer, and copies may be obtained from the specified office of the listing agent in Ireland.

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge and belief of the Issuer and the Guarantor (which have taken all reasonable care to ensure that such is the case) the information contained in the Base Prospectus, as completed by these Final Terms in relation to the Series of Secured Notes referred to above, is true and accurate in all material respects and, in the context of the issue of this Series, there are no other material facts the omission of which would make any statement in such information misleading.

Unless terms are defined herein, capitalised terms shall have the meanings given to them in the Base Prospectus.

The Final Terms of the Secured Notes comprise the following:

Issuer:	Goldman Sachs International.
Guarantor:	The Goldman Sachs Group, Inc.
Series Number:	[●].
Note Currency:	[●].

Aggregate Secured Note [Principal] Amount:	[•]
Issue Price:	[•]
Denominations:	The Secured Notes shall be issuable in minimum denominations of [•] and integral multiples of [•] in excess thereof.
Issue Date:	The Secured Notes shall be issued on [•].
Maturity Date:	<p>[All of the principal] [The Principal Amount] of the Secured Notes shall be payable on [•] and if such date is not a Global Business Day (as defined below) then on the succeeding day that is a Global Business Day. [For the avoidance of doubt, the Principal Amount of the Secured Notes is fixed and payment of such Principal Amount on the Maturity Date is not subject to any condition under the terms of the Secured Notes, including the performance of the Collateral.] [The Issuer and the beneficial owners of interests in the Secured Notes (the “Beneficial Owners”) (acting unanimously) may agree to extend the term of the Secured Notes from the Maturity Date to a later date (the “Extended Maturity Date”), by service of a notice (the “Modification Notice”) to the Trustee and Paying Agent no later than [5] business days prior to the Maturity Date. The Issuer and the Beneficial Owners may further extend the term of the Secured Notes from the Extended Maturity Date to a later date in accordance with the procedure set out above, in which case the Extended Maturity Date shall be deemed to be the latest date to which the term of the Secured Notes has been extended. The Issuer and the Beneficial Owners (acting unanimously) may agree to modify certain other provision of these Final Terms, provided that details of any such modification is included in the Modification Notice delivered to the Trustee and Paying Agent pursuant to the Maturity Date provision above, which modification shall be effective from [the relevant Maturity Date or other scheduled maturity date (as applicable)]. A Modification Notice may be executed on behalf of a Beneficial Owner by a broker, bank or other intermediary acting on behalf of the Beneficial Owner.]</p> <p>[For notes where the Extension Option applies: The Maturity Date may be deferred to a later date by an Extension Notice (see “<i>Extension of Maturity Date</i>” below).]</p>
Collateral	<p>“<i>Other Information—Details of Collateral</i>” below identifies the [Eligible Repurchase Agreements] [Eligible Loan Documents] [Eligible Custody Agreement] [Securities Account] [Brokerage Account Agreement] [Brokerage Account] [Eligible Derivatives Agreement] [Trustee Custody Account Agreement] [Eligible Repurchase Agreements] and details of the [Eligible Repo Securities], to be entered into with respect to the Secured Notes, [the Brokerage Account], [the Trustee Custody Account], the Tripartite Custody Accounts, and [the USD Account] established on or prior to the Issue Date in which funds and/or property</p>

allocable to the collateral may be credited.

INTEREST PROVISIONS

Interest Rate

[For fixed rate notes: The Secured Notes shall bear interest during the Interest Period at a rate of [•] per cent. per annum]

[For floating rate notes: The Secured Notes shall bear interest during each Interest Period at a rate per annum equal to the Reference Rate for such Interest Period plus *[spread]* per cent.

[For notes that do not bear interest: Not applicable]

[The Issuer and the Beneficial Owners (acting unanimously) may agree to modify this Interest Rate provision by service of a Modification Notice to the Trustee and Paying Agent.]

Defaulted Interest

Defaulted Interest will accrue on Overdue Instalments (as defined below) provided that the default has been continuing for [•] Global Business Days, for the period from and including the date of such default, to but excluding the date of actual payment at a rate which is equal to [•] per cent. per annum plus the then applicable Interest Rate.

Defaulted Interest with respect to any Overdue Instalment will continue to accrue so long as such Overdue Instalment remains outstanding and will be due and payable on the [•] day following the payment of such Overdue Instalment by the Issuer or Guarantor, or, if any such date is not a Global Business Day, on the first succeeding day that is a Global Business Day.

Interest Amount Payable

Interest due on any Interest Payment Date will be an amount equal to the product of (a) the principal amount of the Secured Notes outstanding on the first day of the related Interest Period, (b) the Day Count Fraction, and (c) the Interest Rate.

Interest due will be rounded [up][down] to the nearest whole [•].

Interest Commencement Date

[•]

Interest Period

[•]

Interest Payment Dates

[Interest will be payable (a) quarterly in arrear on the [•] day of the month, commencing on [•], and (b) on the Maturity Date[, or, if applicable, the Extended Maturity Date] (to the extent of any accrued and unpaid interest due in respect of the Interest Period ending on the Maturity Date [, or, if applicable, the Extended Maturity Date]), or, if any such date is not a Global Business Day, on the first succeeding day that is a Global Business Day, however if such day falls in the next calendar month, then on the preceding Global Business Day.] [The Issuer and the Beneficial Owners (acting unanimously) may agree to

	modify this Interest Payment Date provision by service of a Modification Notice to the Trustee and Paying Agent.]
[Interest Determination Dates]	[For floating rate notes: The Calculation Agent shall calculate interest due on the next Interest Payment Date no later than [•].]
[Interest Reset Dates]	[For floating rate notes: With respect to an Interest Period, the first day of that Interest Period.]
Calculation Agent	Goldman Sachs International.
Day Count Fraction	[Actual/360] / [Actual/365] / [30/360]
[Reference Banks]	[•]
[Reference Rate]	[LIBOR] / [EURIBOR] / [AUD-BBR-BBSW] / [CAD-BA-CDOR] / [CZK-PRIBOR-PRBO] / [DKK-CIBOR-DKNA13] / [EUR-EONIA-OIS-COMPOUND] / [GBP-WMBA-SONIA-COMPOUND] / [HKD-HIBOR-HIBOR] / [HUF-BUBOR-Reuters] / [ILS-TELBOR01-Reuters] / [JPY-TIBOR-TIBM (10 Banks)] / [JPY-TIBOR-TIBM (5 Banks)] / [JPY-TIBOR-TIBM (All Banks)] / [JPY-TONA-OIS-COMPOUND] / [MYR-KLIBOR-BNM] / [NOK-NIBOR-NIBR] / [NZD-BBR-BID] / [PLN-WIBOR-WIBO] / [SEK-STIBOR-SIDE] / [SGD-SIBOR-Reuters] / [SGD-SONAR-OIS-COMPOUND] / [THB-SOR-Reuters] / [USD-Federal Funds-H.15] / [USD-Federal Funds-H.15-OIS-COMPOUND] / [ZAR-JIBAR-SAFEX]
[Relevant Screen Page]	[•]
[Representative Amount]	[•]
[Specified Currency]	[•]
Regular Record Dates	[The date on which the Holders of the Secured Notes who are entitled to receive a payment in respect of principal or interest, as the case may be, at the next Interest Payment Date, Maturity Date, Redemption Date or other payment date, as applicable, are determined will be (i) in the case of payments of interest, at the close of the Clearing System Business Date immediately prior to the applicable Interest Payment Date, and (ii) in the case of payments of principal, at the close of the Clearing System Business Date immediately prior to the Maturity Date, Redemption Date or other payment date on which such principal is to be paid, where “Clearing System Business Date” means Monday to Friday inclusive except 25 December and 1 January.]
Global Business Day	Global Business Day means a day other than a Saturday, Sunday, or other day on which commercial banking institutions are authorised or required by law to close in [New York City] / [Dublin] / [London] / [Tokyo].
Overdue Instalment	The amount by which the Issuer shall at any time default on the payment of interest payable in

respect of the Secured Notes.

REDEMPTION PROVISIONS

Redemption/Payment Basis: [Redemption at par].

Call Option (non-GMSLA): [Applicable / Not Applicable].

Optional Redemption Date(s)
(Call): [●].

Optional Redemption
Amount(s) (Call) of each
Secured Note and method, if
any, of calculation of such
amount(s): [●].

Notice period: [●].

Call Option (GMSLA): [Applicable / Not Applicable].

Optional Redemption Date(s)
(Call): [Any date following the Default Valuation Time
in respect of a Termination Date under the
GMSLA (as defined below)]

Optional Redemption Amount: [The Issuer may, at its option, redeem all
outstanding Notes in full, but not in part, at a
redemption price equal to the sum of (a) 100 per
cent. of the Principal Amount so redeemed and
any accrued and unpaid interest on the Principal
Amount so redeemed to but excluding the
Optional Redemption Date and (b) either the
amount (expressed as a negative number) payable
to the Issuer under Clause 11 of the GMSLA or
the amount (expressed as a positive number)
payable by the Issuer under Clause 11 of the
GMSLA, in each case as determined by the
Issuer in accordance with the terms of the
GMSLA with respect only to the Loan or Loans
(each as defined in the GMSLA) which reference
the Notes as Collateral (as defined in the
GMSLA). The Optional Redemption Amount
shall be paid by the Issuer by the delivery of
Equivalent Securities (as defined in the GMSLA)
which would otherwise have been delivered by
the Issuer under the GMSLA having a market
value (as determined by the Issuer in its sole
discretion) at least equal to the Optional
Redemption Amount to the Trustee Custody
Account.

GMSLA means, the Global Master Securities
Lending Agreement between the Issuer and
[name of Counterparty] dated [] which
references the Notes as Collateral (as defined in
the GMSLA).

The initial purchaser of the Notes has signed a
letter agreeing to bring to the attention of any
transferee of the Notes the terms of the Call
Option contained in the terms of the Notes and
set out above.]

Put Option: [Applicable / Not Applicable].

Optional Redemption Date(s)
(Put): [●].

Optional Redemption Amount(s) [●].
(Put) of each Secured Note and
method, if any, of calculation of
such amount(s):

Notice period: [●].

Form of Secured Notes: [Permanent Registered Notes]:

EXTENSION OF MATURITY DATE

Extension Option: [Applicable / Not Applicable] *[If the Extension Option is to apply more than once, each relevant Extension Date should be included below].*

[First] Extension Notice Date: [●]

[First] Extension Date: [●]

[First] Extended Maturity Date: [●]

[First] Exercise Deadline: [●]

Final Maturity Date: [●]

OTHER INFORMATION

LISTING AND ADMISSION TO TRADING

[Application will be made to the Irish Stock Exchange for the Secured Notes to be admitted to the Official List and trading on its regulated market] [Application will be made to the Irish Stock Exchange for the Secured Notes to be admitted to the Official List and trading on the GEM. The GEM is not a regulated market for the purposes of Directive 2004/39/EC] on or about [●].] [Not Applicable].

(Where documenting a fungible issue need to indicate that original Secured Notes are already admitted to trading.)

[LIQUIDITY]

[The Issuer intends to, under normal market conditions, provide a buyback price for the Secured Notes upon request. However, the Issuer makes no firm commitment to provide liquidity for the Secured Notes and assumes no legal obligation to quote any such price or with respect to the level or determination of such price. Potential Investors therefore should not rely on the ability to sell the Secured Notes at a specific time or at a specific price.]

EUROSYSTEM ELIGIBILITY

Secured Notes are issued under the NSS and are intended to be held in a manner that would allow eligibility as collateral for Eurosystem intra-day credit and monetary policy operations

[Yes/No]

DETAILS OF COLLATERAL

Eligible Repurchase Agreements

[The master repurchase agreement, dated as of [●], entered into by [●] and the Issuer for the Secured Notes of Series [●], relating to [Participation Interests in Bank Loans/Mortgage Loans/ Purchased Securities], (the "[Enter reference to Eligible GS Entity

counterparty] **Repo Agreement**”), and the related Repo Transactions thereunder. The Issuer shall provide a copy of the [●] Repo Agreement [and any relevant Eligible Custody Agreement in connection with such [●] Repo Agreement] to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if not applicable.]*

Eligible Loan Documents

[The master loan and security agreement, dated as of [●], entered into by [●] and the Issuer acting with respect to the Secured Notes of Series [●], relating to [Bank Loans/Purchased Securities], (the “[Enter reference to Eligible GS Entity counterparty] **Loan Agreement**”), and the related advances thereunder. The Issuer shall provide a copy of the [●] Loan Agreement [and any relevant Eligible Custody Agreement in connection with such [●] Repo Agreement] to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if not applicable.]*

Eligible Securities

[●] *[Delete if not applicable.]*

Eligible Derivatives Agreements

[The master agreements effecting derivatives transactions, entered into by the Issuer and the applicable derivatives agreements counterparties secured in respect of the Secured Notes of Series [●]. The Issuer shall provide details of the Eligible Derivatives Agreement to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if not applicable.]*

Eligible Custody Account

[The Eligible Custody Account opened for the account of the Issuer with [●] as Eligible Custodian with the respect to the Secured Notes of Series [●], pursuant to an Eligible Custody Agreement, dated as of [●] between [●] and the Issuer. The Issuer shall provide a copy of the Eligible Custody Agreement to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if not applicable.]*

Brokerage Account

[The Brokerage Account opened for the account of the Issuer pursuant to a Brokerage Account Agreement, dated as of 17 July 2009, entered into between Goldman Sachs International and the Issuer. The Issuer shall provide a copy of the Brokerage Account Agreement to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if not applicable.]*

Trustee Custody Account

[The Trustee Custody Account opened for the account of the Trustee pursuant to a Trustee Custody Account Agreement, dated as of [●], entered into between The Bank of New York Mellon, as securities intermediary (the “**Intermediary**”), and The Bank of New York Mellon, acting through its London Branch, as Trustee. The Issuer shall provide a copy of the Trustee Custody Account Agreement to the Holders of the Secured Notes of such Series, upon their written or oral request.] *[Delete if*

not applicable.]

Account Details

The following accounts will be established with respect to the Secured Notes:

1. The [Brokerage Account] maintained at Goldman Sachs International with account no. [●].
2. The [Eligible Custody Account] maintained at [●] with account no. [●].
3. The [Securities Account] maintained at [●] with account no. [●].
4. The [Trustee Custody Account] maintained at the Intermediary with account no. [●].
5. The [USD Account] maintained at [●] (the “**USD Account**”) with account no. [●].

[Delete if not applicable.]

Overcollateralization Percentage

The Overcollateralization Percentage for each type of Underlying Asset (other than cash) with respect to the Secured Notes is [●]. *[Delete if not applicable.]*

Determination of Margin Value

The method of determining Margin Value for any Underlying Asset, or group of Underlying Assets with respect to the Secured Notes is [●]. *[Delete if not applicable.]*

[Liquidation Agent]

[●] *[Delete if not applicable.]*

The credit ratings included or referred to in the documents incorporated by reference have been issued, for the purposes of Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011 (as amended, the “**CRA Regulation**”), by Moody’s Investors Service, Inc. (“**Moody’s**”), Fitch, Inc. (“**Fitch**”) and Standard & Poor’s Financial Services LLC (“**S&P**”). None of Moody’s, Fitch or S&P is established in the European Union and none of them has applied for registration under the CRA Regulation. The European Securities and Markets Authority (“**ESMA**”) is currently assessing the relevant regulatory framework of the third countries from which credit rating agencies have indicated their intention to endorse credit ratings, with a view to verifying compliance with the CRA Regulation.

Subject to the fulfilment of the conditions set out in Article 4(3) of the CRA Regulation, a credit rating agency established in the European Union and registered in accordance with the CRA Regulation (an “**EU CRA**”) may endorse (for regulatory purposes in the European Union) credit ratings issued outside the European Union where (i) the credit rating activities resulting in the issuing of the credit rating are undertaken in whole or in part by a credit rating agency or credit rating agencies belonging to the same group (a “**Non-EU CRA**”); and (ii) the EU CRA has verified and is able to demonstrate on an ongoing basis to ESMA that the conduct of the credit rating activities by the Non-EU CRA resulting in the issuing of the credit rating to be endorsed fulfils requirements which are “at least as stringent as” the requirements of the CRA Regulation. On 15 March 2012, ESMA announced that it considers the regulatory framework for credit rating agencies in the United States to be “as stringent as” the requirements of the CRA Regulation.

Subject to the fulfilment of the conditions set out in Article 4(3) of the CRA Regulation, the credit ratings issued by Moody’s, Fitch and S&P may be endorsed for regulatory purposes in the European Union by an EU CRA belonging to the same group. There can be no assurance that such endorsements of the credit ratings issued by Moody’s, Fitch and S&P will be made. In general, and subject to certain exceptions, European investors are restricted from using a credit rating for regulatory purposes if such a credit rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

There has been no material adverse change in the prospects of the Guarantor or any of its subsidiaries since 31 December 2014. There has been no material adverse change in the prospects of GSI or any of its subsidiaries since 31 December 2014.

There has been no significant change in the financial or trading position of the Guarantor or any of the Guarantor’s subsidiaries since 30 September 2015. There has been no significant change in the financial or trading position of GSI or any of GSI’s subsidiaries since 30 September 2015.

Save as disclosed in this Prospectus Supplement there has been no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus.

Any website addresses contained in this Prospectus Supplement do not form part of the Prospectus Supplement.

References to the Base Prospectus shall hereafter mean the Base Prospectus as supplemented by this Prospectus Supplement.

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

Prospectus Supplement, dated 5 February 2016