

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**Form 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2013

Commission File Number: 001-14965

**The Goldman Sachs Group, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

13-4019460  
(I.R.S. Employer  
Identification No.)

200 West Street  
New York, N.Y.  
(Address of principal executive offices)

10282  
(Zip Code)

(212) 902-1000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Name of each exchange on which registered:
Common stock, par value \$.01 per share	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of Floating Rate Non-Cumulative Preferred Stock, Series A	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of 6.20% Non-Cumulative Preferred Stock, Series B	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of Floating Rate Non-Cumulative Preferred Stock, Series C	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of Floating Rate Non-Cumulative Preferred Stock, Series D	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of Floating Rate Non-Cumulative Preferred Stock, Series I	New York Stock Exchange
Depository Shares, Each Representing 1/1,000th Interest in a Share of 5.50% Fixed-to-Floating Rate Non-Cumulative Preferred Stock, Series J	New York Stock Exchange
See Exhibit 99.2 for debt and trust securities registered under Section 12(b) of the Act	

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act.

Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of the Annual Report on Form 10-K or any amendment to the Annual Report on Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2013, the aggregate market value of the common stock of the registrant held by non-affiliates of the registrant was approximately \$66.8 billion.

As of February 14, 2014, there were 452,752,440 shares of the registrant's common stock outstanding.

**Documents incorporated by reference:** Portions of The Goldman Sachs Group, Inc.'s Proxy Statement for its 2014 Annual Meeting of Shareholders are incorporated by reference in the Annual Report on Form 10-K in response to Part III, Items 10, 11, 12, 13 and 14.

## INDEX

Form 10-K Item Number	Page No.
<b>PART I</b>	<b>1</b>
<b>Item 1 Business</b>	<b>1</b>
Introduction	1
Our Business Segments and Segment Operating Results	1
Investment Banking	2
Institutional Client Services	3
Investing & Lending	4
Investment Management	5
Business Continuity and Information Security	6
Employees	6
Competition	6
Regulation	7
Available Information	22
Cautionary Statement Pursuant to the U.S. Private Securities Litigation Reform Act of 1995	23
<b>Item 1A Risk Factors</b>	<b>24</b>
<b>Item 1B Unresolved Staff Comments</b>	<b>40</b>
<b>Item 2 Properties</b>	<b>40</b>
<b>Item 3 Legal Proceedings</b>	<b>40</b>
<b>Item 4 Mine Safety Disclosures</b>	<b>40</b>
Executive Officers of The Goldman Sachs Group, Inc.	41
<b>PART II</b>	<b>42</b>
<b>Item 5 Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</b>	<b>42</b>
<b>Item 6 Selected Financial Data</b>	<b>42</b>
<b>Item 7 Management’s Discussion and Analysis of Financial Condition and Results of Operations</b>	<b>43</b>
<b>Item 7A Quantitative and Qualitative Disclosures About Market Risk</b>	<b>119</b>
<b>Item 8 Financial Statements and Supplementary Data</b>	<b>120</b>
<b>Item 9 Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</b>	<b>239</b>
<b>Item 9A Controls and Procedures</b>	<b>239</b>
<b>Item 9B Other Information</b>	<b>239</b>
<b>PART III</b>	<b>239</b>
<b>Item 10 Directors, Executive Officers and Corporate Governance</b>	<b>239</b>
<b>Item 11 Executive Compensation</b>	<b>239</b>
<b>Item 12 Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</b>	<b>240</b>
<b>Item 13 Certain Relationships and Related Transactions, and Director Independence</b>	<b>240</b>
<b>Item 14 Principal Accountant Fees and Services</b>	<b>240</b>
<b>PART IV</b>	<b>241</b>
<b>Item 15 Exhibits and Financial Statement Schedules</b>	<b>241</b>
<b>SIGNATURES</b>	<b>II-1</b>

## PART I

### Item 1. Business

#### Introduction

Goldman Sachs is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals.

When we use the terms “Goldman Sachs,” “the firm,” “we,” “us” and “our,” we mean The Goldman Sachs Group, Inc. (Group Inc.), a Delaware corporation, and its consolidated subsidiaries.

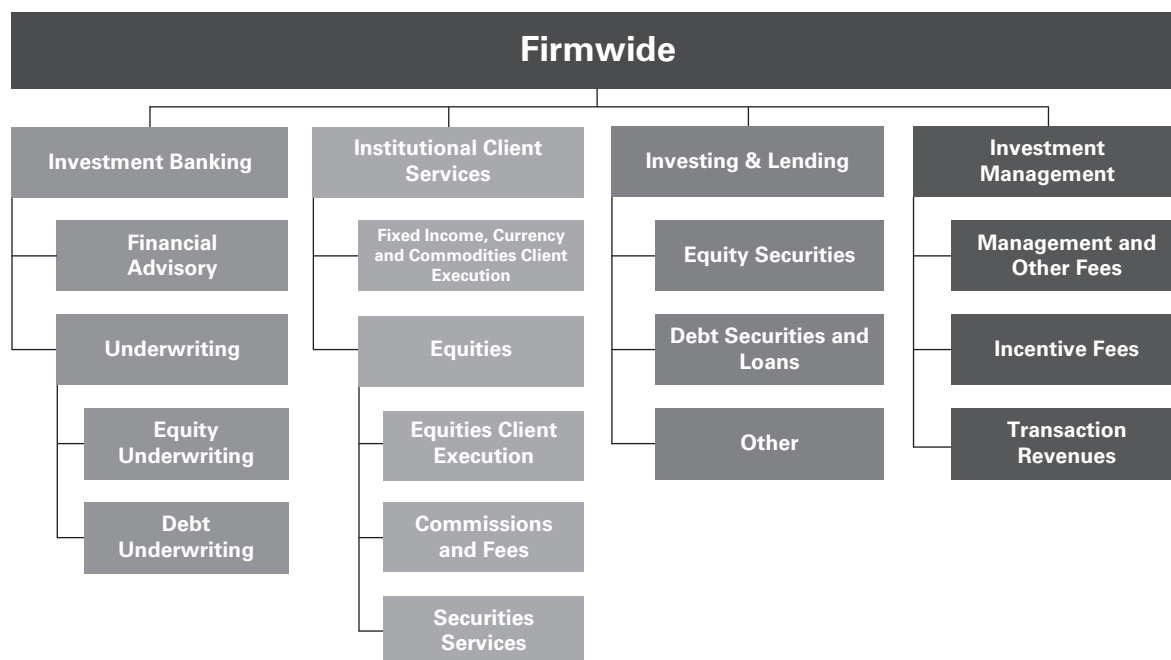
References to “the 2013 Form 10-K” are to our Annual Report on Form 10-K for the year ended December 31, 2013. All references to 2013, 2012 and 2011 refer to our years ended, or the dates, as the context requires, December 31, 2013, December 31, 2012 and December 31, 2011, respectively.

Group Inc. is a bank holding company and a financial holding company regulated by the Board of Governors of the Federal Reserve System (Federal Reserve Board). Our U.S. depository institution subsidiary, Goldman Sachs Bank USA (GS Bank USA), is a New York State-chartered bank.

As of December 2013, we had offices in over 30 countries and 50% of our total staff was based outside the Americas (which includes the countries in North and South America). Our clients are located worldwide, and we are an active participant in financial markets around the world. In 2013, we generated 42% of our net revenues outside the Americas. For more information on our geographic results, see Note 25 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.

#### Our Business Segments and Segment Operating Results

We report our activities in four business segments: Investment Banking, Institutional Client Services, Investing & Lending and Investment Management. The chart below presents our four business segments.



The table below presents our segment operating results.

		Year Ended December <sup>1</sup>			% of 2013 Net Revenues
		2013	2012	2011	
<i>in millions</i>					
<b>Investment Banking</b>	Net revenues	\$ 6,004	\$ 4,926	\$ 4,355	<b>18%</b>
	Operating expenses	3,475	3,330	2,995	
	<b>Pre-tax earnings</b>	<b>\$ 2,529</b>	\$ 1,596	\$ 1,360	
<b>Institutional Client Services</b>	Net revenues	\$15,721	\$18,124	\$17,280	<b>46%</b>
	Operating expenses	11,782	12,480	12,837	
	<b>Pre-tax earnings</b>	<b>\$ 3,939</b>	\$ 5,644	\$ 4,443	
<b>Investing &amp; Lending</b>	Net revenues	\$ 7,018	\$ 5,891	\$ 2,142	<b>20%</b>
	Operating expenses	2,684	2,666	2,673	
	<b>Pre-tax earnings/(loss)</b>	<b>\$ 4,334</b>	\$ 3,225	\$ (531)	
<b>Investment Management</b>	Net revenues	\$ 5,463	\$ 5,222	\$ 5,034	<b>16%</b>
	Operating expenses	4,354	4,294	4,020	
	<b>Pre-tax earnings</b>	<b>\$ 1,109</b>	\$ 928	\$ 1,014	
<b>Total</b>	<b>Net revenues</b>	<b>\$34,206</b>	\$34,163	\$28,811	
	<b>Operating expenses <sup>2</sup></b>	<b>22,469</b>	22,956	22,642	
	<b>Pre-tax earnings</b>	<b>\$11,737</b>	\$11,207	\$ 6,169	

1. Financial information concerning our business segments for 2013, 2012 and 2011 is included in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the "Financial Statements and Supplementary Data," which are in Part II, Items 7 and 8, respectively, of the 2013 Form 10-K. See Note 25 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for a summary of our total net revenues, pre-tax earnings and net earnings by geographic region.

2. Includes the following expenses that have not been allocated to our segments: (i) charitable contributions of \$155 million for 2013, \$169 million for 2012 and \$103 million for 2011; and (ii) real estate-related exit costs of \$19 million for 2013, \$17 million for 2012 and \$14 million for 2011.

## Investment Banking

Investment Banking serves corporate and government clients around the world. We provide financial advisory services and help companies raise capital to strengthen and grow their businesses. We seek to develop and maintain long-term relationships with a diverse global group of institutional clients, including governments, states and municipalities. Our goal is to deliver to our clients the entire resources of the firm in a seamless fashion, with investment banking serving as the main initial point of contact with Goldman Sachs.

**Financial Advisory.** Financial Advisory includes strategic advisory assignments with respect to mergers and acquisitions, divestitures, corporate defense activities, risk management, restructurings and spin-offs. In particular, we help clients execute large, complex transactions for which we provide multiple services, including acquisition financing and cross-border structuring expertise. Financial Advisory also includes revenues from derivative transactions directly related to these client advisory assignments.

We also assist our clients in managing their asset and liability exposures and their capital. In addition, we may provide lending commitments and bank loan and bridge loan facilities in connection with our advisory assignments.

**Underwriting.** The other core activity of Investment Banking is helping companies raise capital to fund their businesses. As a financial intermediary, our job is to match the capital of our investing clients — who aim to grow the savings of millions of people — with the needs of our corporate and government clients — who need financing to generate growth, create jobs and deliver products and services. Our underwriting activities include public offerings and private placements, including domestic and cross-border transactions, of a wide range of securities and other financial instruments. Underwriting also includes revenues from derivative transactions entered into with corporate and government clients in connection with our underwriting activities.

**Equity Underwriting.** We underwrite common and preferred stock and convertible and exchangeable securities. We regularly receive mandates for large, complex transactions and have held a leading position in worldwide public common stock offerings and worldwide initial public offerings for many years.

**Debt Underwriting.** We underwrite and originate various types of debt instruments, including investment-grade and high-yield debt, bank loans and bridge loans, and emerging- and growth-market debt, which may be issued by, among others, corporate, sovereign, municipal and agency issuers. In addition, we underwrite and originate structured securities, which include mortgage-related securities and other asset-backed securities.

### **Institutional Client Services**

Institutional Client Services serves our clients who come to the firm to buy and sell financial products, raise funding and manage risk. We do this by acting as a market maker and offering market expertise on a global basis. Institutional Client Services makes markets and facilitates client transactions in fixed income, equity, currency and commodity products. In addition, we make markets in and clear client transactions on major stock, options and futures exchanges worldwide. Market makers provide liquidity and play a critical role in price discovery, which contributes to the overall efficiency of the capital markets. Our willingness to make markets, commit capital and take risk in a broad range of products is crucial to our client relationships.

Our clients are primarily institutions that are professional market participants, including investment entities whose ultimate customers include individual investors investing for their retirement, buying insurance or putting aside surplus cash in a deposit account.

Through our global sales force, we maintain relationships with our clients, receiving orders and distributing investment research, trading ideas, market information and analysis. As a market maker, we provide prices to clients globally across thousands of products in all major asset classes and markets. At times we take the other side of transactions ourselves if a buyer or seller is not readily available and at other times we connect our clients to other parties who want to transact. Much of this connectivity between the firm and its clients is maintained on technology platforms and operates globally wherever and whenever markets are open for trading.

Institutional Client Services and our other businesses are supported by our Global Investment Research division, which, as of December 2013, provided fundamental research on more than 3,700 companies worldwide and more than 40 national economies, as well as on industries, currencies and commodities.

Institutional Client Services generates revenues in four ways:

- In large, highly liquid markets (such as markets for U.S. Treasury bills, large capitalization S&P 500 stocks or certain mortgage pass-through securities), we execute a high volume of transactions for our clients for modest spreads and fees.
- In less liquid markets (such as mid-cap corporate bonds, growth market currencies or certain non-agency mortgage-backed securities), we execute transactions for our clients for spreads and fees that are generally somewhat larger.
- We also structure and execute transactions involving customized or tailor-made products that address our clients' risk exposures, investment objectives or other complex needs (such as a jet fuel hedge for an airline).
- We provide financing to our clients for their securities trading activities, as well as securities lending and other prime brokerage services.

Institutional Client Services activities are organized by asset class and include both "cash" and "derivative" instruments. "Cash" refers to trading the underlying instrument (such as a stock, bond or barrel of oil). "Derivative" refers to instruments that derive their value from underlying asset prices, indices, reference rates and other inputs, or a combination of these factors (such as an option, which is the right or obligation to buy or sell a certain bond or stock index on a specified date in the future at a certain price, or an interest rate swap, which is the agreement to convert a fixed rate of interest into a floating rate or vice versa).

**Fixed Income, Currency and Commodities Client Execution.** Includes interest rate products, credit products, mortgages, currencies and commodities.

- **Interest Rate Products.** Government bonds, money market instruments such as commercial paper, treasury bills, repurchase agreements and other highly liquid securities and instruments, as well as interest rate swaps, options and other derivatives.
- **Credit Products.** Investment-grade corporate securities, high-yield securities, credit derivatives, bank and bridge loans, municipal securities, emerging market and distressed debt, and trade claims.
- **Mortgages.** Commercial mortgage-related securities, loans and derivatives, residential mortgage-related securities, loans and derivatives (including U.S. government agency-issued collateralized mortgage obligations, other prime, subprime and Alt-A securities and loans), and other asset-backed securities, loans and derivatives.
- **Currencies.** Most currencies, including growth-market currencies.
- **Commodities.** Crude oil and petroleum products, natural gas, base, precious and other metals, electricity, coal, agricultural and other commodity products.

**Equities.** Includes equities client execution, commissions and fees, and securities services.

**Equities Client Execution.** We make markets in equity securities and equity-related products, including convertible securities, options, futures and over-the-counter (OTC) derivative instruments, on a global basis. As a principal, we facilitate client transactions by providing liquidity to our clients with large blocks of stocks or derivatives, requiring the commitment of our capital.

We also structure and make markets in derivatives on indices, industry groups, financial measures and individual company stocks. We develop strategies and provide information about portfolio hedging and restructuring and asset allocation transactions for our clients. We also work with our clients to create specially tailored instruments to enable sophisticated investors to establish or liquidate investment positions or undertake hedging strategies. We are one of the leading participants in the trading and development of equity derivative instruments.

Our exchange-based market-making activities include making markets in stocks and exchange-traded funds, futures and options on major exchanges worldwide.

**Commissions and Fees.** We generate commissions and fees from executing and clearing institutional client transactions on major stock, options and futures exchanges worldwide. We provide our clients with access to a broad spectrum of equity execution services, including electronic “low-touch” access and more traditional “high-touch” execution. While the majority of our equity trading activity is “low-touch,” the majority of our net revenues continue to be derived from our “high-touch” activity. We expect both types of activity to remain important.

**Securities Services.** Includes financing, securities lending and other prime brokerage services.

- **Financing Services.** We provide financing to our clients for their securities trading activities through margin loans that are collateralized by securities, cash or other acceptable collateral. We earn a spread equal to the difference between the amount we pay for funds and the amount we receive from our client.
- **Securities Lending Services.** We provide services that principally involve borrowing and lending securities to cover institutional clients’ short sales and borrowing securities to cover our short sales and otherwise to make deliveries into the market. In addition, we are an active participant in broker-to-broker securities lending and third-party agency lending activities.
- **Other Prime Brokerage Services.** We earn fees by providing clearing, settlement and custody services globally. In addition, we provide our hedge fund and other clients with a technology platform and reporting which enables them to monitor their security portfolios and manage risk exposures.

#### **Investing & Lending**

Our investing and lending activities, which are typically longer-term, include the firm’s investing and relationship lending activities across various asset classes, primarily debt securities and loans, public and private equity securities, and real estate. These activities include investing directly in publicly and privately traded securities and in loans, and also through certain investment funds that we manage. We manage a diversified global portfolio of investments in equity securities and debt and other investments in privately negotiated transactions, leveraged buyouts, acquisitions and investments in funds managed by external parties. We also provide financing to our clients.

**Equity Securities.** We make corporate, real estate and infrastructure equity-related investments.

**Debt Securities and Loans.** We make corporate, real estate and infrastructure debt investments. In addition, we provide credit to corporate clients through loan facilities and to high-net-worth individuals primarily through secured loans.

**Other.** Our other investments primarily include consolidated investments, for which we have an exit strategy and which are engaged in activities that are not closely related to our principal businesses. We also invest directly in distressed assets, currencies, commodities and other assets.

### **Investment Management**

Investment Management provides investment and wealth advisory services to help clients preserve and grow their financial assets. Our clients include institutions and high-net-worth individuals, as well as retail investors who access our products through a network of third-party distributors around the world.

We manage client assets across a broad range of asset classes and investment strategies, including equity, fixed income and alternative investments. Alternative investments primarily include hedge funds, credit funds, private equity, real estate, currencies, commodities, and asset allocation strategies. Our investment offerings include those managed on a fiduciary basis by our portfolio managers as well as strategies managed by third-party managers. We offer our investments in a variety of structures, including separately managed accounts, mutual funds, private partnerships, and other commingled vehicles.

We also provide customized investment advisory solutions designed to address our clients' investment needs. These solutions begin with identifying clients' objectives and continue through portfolio construction, ongoing asset allocation and risk management and investment realization. We draw from a variety of third-party managers as well as our proprietary offerings to implement solutions for clients.

We supplement our investment advisory solutions for high-net-worth clients with wealth advisory services that include income and liability management, trust and estate planning, philanthropic giving and tax planning. We also use the firm's global securities and derivatives market-making capabilities to address clients' specific investment needs.

**Management and Other Fees.** The majority of revenues in management and other fees is comprised of asset-based fees on client assets. The fees that we charge vary by asset class and are affected by investment performance as well as asset inflows and redemptions. Other fees we receive include financial counseling fees generated through our wealth advisory services and fees related to the administration of real estate assets.

Assets under supervision include assets under management and other client assets. Assets under management include client assets where we earn a fee for managing assets on a discretionary basis. This includes net assets in our mutual funds, hedge funds, credit funds and private equity funds (including real estate funds), and separately managed accounts for institutional and individual investors. Other client assets include client assets invested with third-party managers, bank deposits and advisory relationships where we earn a fee for advisory and other services, but do not have investment discretion. Assets under supervision do not include the self-directed brokerage assets of our clients. Long-term assets under supervision represent assets under supervision excluding liquidity products. Liquidity products represent money markets and bank deposit assets.

**Incentive Fees.** In certain circumstances, we are also entitled to receive incentive fees based on a percentage of a fund's or a separately managed account's return, or when the return exceeds a specified benchmark or other performance targets. Such fees include overrides, which consist of the increased share of the income and gains derived primarily from our private equity funds when the return on a fund's investments over the life of the fund exceeds certain threshold returns. Incentive fees are recognized only when all material contingencies are resolved.

**Transaction Revenues.** We receive commissions and net spreads for facilitating transactional activity in high-net-worth client accounts. In addition, we earn net interest income primarily associated with client deposits and margin lending activity undertaken by such clients.

## **Business Continuity and Information Security**

Business continuity and information security, including cyber security, are high priorities for Goldman Sachs. Our Business Continuity Program has been developed to provide reasonable assurance of business continuity in the event of disruptions at the firm's critical facilities and to comply with regulatory requirements, including those of FINRA. Because we are a bank holding company, our Business Continuity Program is also subject to review by the Federal Reserve Board. The key elements of the program are crisis planning and management, people recovery, business recovery, systems and data recovery, and process improvement. In the area of information security, we have developed and implemented a framework of principles, policies and technology to protect the information provided to us by our clients and that of the firm from cyber attacks and other misappropriation, corruption or loss. Safeguards are applied to maintain the confidentiality, integrity and availability of information.

## **Employees**

Management believes that a major strength and principal reason for the success of Goldman Sachs is the quality and dedication of our people and the shared sense of being part of a team. We strive to maintain a work environment that fosters professionalism, excellence, diversity, cooperation among our employees worldwide and high standards of business ethics.

Instilling the Goldman Sachs culture in all employees is a continuous process, in which training plays an important part. All employees are offered the opportunity to participate in education and periodic seminars that we sponsor at various locations throughout the world. Another important part of instilling the Goldman Sachs culture is our employee review process. Employees are reviewed by supervisors, co-workers and employees they supervise in a 360-degree review process that is integral to our team approach, and includes an evaluation of an employee's performance with respect to risk management, compliance and diversity. As of December 2013, we had 32,900 total staff.

## **Competition**

The financial services industry — and all of our businesses — are intensely competitive, and we expect them to remain so. Our competitors are other entities that provide investment banking, securities and investment management services, as well as those entities that make investments in securities, commodities, derivatives, real estate, loans and other financial assets. These entities include brokers and dealers, investment banking firms, commercial banks, insurance companies, investment advisers, mutual funds, hedge funds, private equity funds and merchant banks. We compete with some entities globally and with others on a regional, product or niche basis. Our competition is based on a number of factors, including transaction execution, products and services, innovation, reputation and price.

Over time, there has been substantial consolidation and convergence among companies in the financial services industry and, in particular, the credit crisis caused numerous mergers and asset acquisitions among industry participants. Efforts by our competitors to gain market share have resulted in pricing pressure in our investment banking and client execution businesses and could result in pricing pressure in other of our businesses. Moreover, we have faced, and expect to continue to face, pressure to retain market share by committing capital to businesses or transactions on terms that offer returns that may not be commensurate with their risks. In particular, corporate clients seek such commitments (such as agreements to participate in their commercial paper backstop or other loan facilities) from financial services firms in connection with investment banking and other assignments.

Consolidation and convergence have significantly increased the capital base and geographic reach of some of our competitors, and have also hastened the globalization of the securities and other financial services markets. As a result, we have had to commit capital to support our international operations and to execute large global transactions. To take advantage of some of our most significant opportunities, we will have to compete successfully with financial institutions that are larger and have more capital and that may have a stronger local presence and longer operating history outside the United States.



We have experienced intense price competition in some of our businesses in recent years. For example, over the past several years the increasing volume of trades executed electronically, through the internet and through alternative trading systems, has increased the pressure on trading commissions, in that commissions for “low-touch” electronic trading are generally lower than for “high-touch” non-electronic trading. It appears that this trend toward electronic and other “low-touch,” low-commission trading will continue. In addition, we believe that we will continue to experience competitive pressures in these and other areas in the future as some of our competitors seek to obtain market share by further reducing prices.

The provisions of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), the requirements promulgated by the Basel Committee on Banking Supervision (Basel Committee) and other financial regulation could affect our competitive position to the extent that limitations on activities, increased fees and compliance costs or other regulatory requirements do not apply, or do not apply equally, to all of our competitors or are not implemented uniformly across different jurisdictions. The impact of the Dodd-Frank Act and other regulatory developments on our competitive position will depend to a large extent on the manner in which the required rulemaking and regulatory guidance evolve, the extent of international convergence, and the development of market practice and structures under the new regulatory regimes as discussed further under “Regulation” below.

We also face intense competition in attracting and retaining qualified employees. Our ability to continue to compete effectively will depend upon our ability to attract new employees, retain and motivate our existing employees and to continue to compensate employees competitively amid intense public and regulatory scrutiny on the compensation practices of large financial institutions. Our pay practices and those of our principal competitors are subject to review by, and the standards of, the Federal Reserve Board and regulators outside the United States, including the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA) in the United Kingdom. See “Regulation — Banking Regulation” and “Regulation — Compensation Practices” below and “Risk Factors — Our businesses may be adversely affected if we are unable to hire and retain qualified employees” in Part I, Item 1A of the 2013 Form 10-K for more information on the regulation of our compensation practices.

## Regulation

As a participant in the banking, securities, investment management, and derivatives industries, we are subject to extensive regulation worldwide. Regulatory bodies around the world are generally charged with safeguarding the integrity of the securities and other financial markets and with protecting the interests of the customers of market participants, including depositors in banking entities and the customers of broker-dealers, investment advisers, swap dealers and security-based swap dealers.

The financial services industry has been the subject of intense regulatory scrutiny in recent years. Our businesses have been subject to increasing regulation and supervision in the United States and other countries, and we expect this trend to continue in the future. In particular, the Dodd-Frank Act, which was enacted in July 2010, significantly altered the financial regulatory regime within which we operate. The implications of the Dodd-Frank Act for our businesses will depend to a large extent on the implementation of the legislation by the Federal Reserve Board, the FDIC, the SEC, the U.S. Commodity Futures Trading Commission (CFTC) and other agencies, as well as the development of market practices and structures under the regime established by the legislation and the implementing rules. Other reforms have been adopted or are being considered by other regulators and policy makers worldwide, as discussed further throughout this section. We will continue to update our business, risk management, and compliance practices to conform to developments in the regulatory environment.

### Bank Holding Company Regulation

Group Inc. is a bank holding company under the Bank Holding Company Act of 1956 (BHC Act) and a financial holding company under amendments to the BHC Act effected by the U.S. Gramm-Leach-Bliley Act of 1999 (GLB Act).

## Supervision and Regulation

As a bank holding company and a financial holding company under the BHC Act, Group Inc. is subject to supervision and examination by the Federal Reserve Board. Under the system of “functional regulation” established under the BHC Act, the Federal Reserve Board serves as the primary regulator of our consolidated organization, but generally defers to the primary regulators of our U.S. non-bank subsidiaries with respect to the activities of those subsidiaries. Such “functionally regulated” non-bank subsidiaries include broker-dealers registered with the SEC, such as our principal U.S. broker-dealer, Goldman, Sachs & Co. (GS&Co.), entities registered with or regulated by the CFTC with respect to futures-related and swaps-related activities and investment advisers registered with the SEC with respect to their investment advisory activities.

As discussed further below, our subsidiary, GS Bank USA, is supervised and regulated by the Federal Reserve Board, the FDIC, the New York State Department of Financial Services and the Consumer Financial Protection Bureau (CFPB). In addition, Group Inc. has two limited purpose trust company subsidiaries that are not permitted to accept deposits or make loans (other than as incidental to their trust activities) and are not insured by the FDIC. The Goldman Sachs Trust Company, N.A., a national banking association that is limited to fiduciary activities, is regulated by the Office of the Comptroller of the Currency and is a member bank of the Federal Reserve System. The Goldman Sachs Trust Company of Delaware, a Delaware limited purpose trust company, is regulated by the Office of the Delaware State Bank Commissioner.

## Activities

The BHC Act generally restricts bank holding companies from engaging in business activities other than the business of banking and certain closely related activities. Financial holding companies, however, generally can engage in a broader range of financial and related activities than are otherwise permissible for bank holding companies as long as they continue to meet the eligibility requirements for financial holding companies. These requirements include that the financial holding company and each of its U.S. depository institution subsidiaries maintain their status as “well-capitalized” and “well-managed.” The broader range of permissible activities for financial holding companies includes underwriting, dealing and making markets in securities and making investments in non-financial companies. In addition, financial holding companies are permitted under the GLB Act to engage in certain commodities activities in the United States that may otherwise be impermissible for bank holding companies, so long as the assets held pursuant to these activities do not equal 5% or more of their consolidated assets.

The Federal Reserve Board, however, has the authority to limit our ability to conduct activities that would otherwise be permissible for a financial holding company, and will do so if we do not satisfactorily meet certain requirements of the Federal Reserve Board. In addition, we are required to obtain prior Federal Reserve Board approval before engaging in certain banking and other financial activities both in the United States and abroad.

## Volcker Rule

In December 2013, the final rules to implement the provisions of the Dodd-Frank Act referred to as the “Volcker Rule” were adopted. We are required to be in compliance with the rule (including the development of an extensive compliance program) by July 2015 with certain provisions of the rule subject to possible extensions through July 2017.

The Volcker rule prohibits “proprietary trading,” but will allow activities such as underwriting, market making and risk-mitigation hedging. In anticipation of the final rule, we evaluated this prohibition and determined that businesses that engage in “bright line” proprietary trading were most likely to be prohibited. In 2010 and 2011, we liquidated substantially all of our Global Macro Proprietary and Principal Strategies trading positions.

In addition to the prohibition on proprietary trading, the Volcker rule limits the sponsorship of, and investment in, “covered funds” (as defined in the rule) by banking entities, including Group Inc. and its subsidiaries. It also limits certain types of transactions between us and our sponsored funds, similar to the limitations on transactions between depository institutions and their affiliates as described below under “— Transactions with Affiliates.” Covered funds include our private equity funds, certain of our credit and real estate funds, and our hedge funds. The limitation on investments in covered funds requires us to reduce our investment in each such fund to 3% or less of the fund’s net asset value, and to reduce our aggregate investment in all such funds to 3% or less of our Tier 1 capital. In anticipation of the final rule, we limited our initial investment in certain new covered funds to 3% of the fund’s net asset value.

We continue to manage our existing funds, taking into account the transition periods under the Volcker Rule. As a result, in March 2012, we began redeeming certain interests in our hedge funds and will continue to do so.

For certain of our covered funds, in order to be compliant with the Volcker Rule by the prescribed compliance date, to the extent that the underlying investments of the particular funds are not sold, the firm may be required to sell its investments in such funds. If that occurs, the firm may receive a value for its investments that is less than the then carrying value, as there could be a limited secondary market for these investments and the firm may be unable to sell them in orderly transactions.

Although our net revenues from investments in our private equity, credit, real estate and hedge funds may vary from period to period, our aggregate net revenues from these investments were not material to our aggregate total net revenues over the period from 1999 through 2013.

### **Leveraged Lending**

In March 2013, the U.S. federal bank regulatory agencies (Agencies) issued updated guidance on leveraged lending. The guidance focuses on transaction structures and risk management frameworks and outlines high-level principles for safe-and-sound leveraged lending, including underwriting standards, valuation and stress testing. Although the full impact of the guidance remains uncertain, implementation of this guidance and any related changes in the leveraged lending market could adversely affect our leveraged lending business.

### **Capital and Liquidity Requirements**

As a bank holding company, we are subject to consolidated regulatory capital requirements administered by the Federal Reserve Board, and GS Bank USA is subject to broadly similar capital requirements.

Under the Federal Reserve Board's capital adequacy requirements and, in the case of GS Bank USA, the regulatory framework for prompt corrective action, both Group Inc. and GS Bank USA must meet specific regulatory capital requirements that involve quantitative measures of assets, liabilities and certain off-balance-sheet items. The sufficiency of our capital levels and those of GS Bank USA, as well as GS Bank USA's prompt corrective action classification, are also subject to qualitative judgments by regulators.

Other regulated subsidiaries, including GS&Co. and Goldman Sachs International (GSI), are also subject to capital requirements. We expect Group Inc., GS Bank USA, GS&Co., GSI and other regulated subsidiaries to become subject to increased capital requirements over time.

**Capital Ratios.** See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Equity Capital — Consolidated Regulatory Capital Ratios" in Part II, Item 7 of the 2013 Form 10-K and Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information on our Tier 1 capital ratio, Tier 1 capital, Total capital ratio, total capital, risk-weighted assets (RWAs) including the market risk capital rules, Tier 1 leverage ratio, Common Equity Tier 1 (defined below), Common Equity Tier 1 ratio and Tier 1 supplementary leverage ratio (supplementary leverage ratio), and for a discussion of minimum required ratios.

Revised market risk capital rules of the Federal Reserve Board became effective on January 1, 2013. These rules required the addition of several new model-based capital requirements, as well as an increase in capital requirements for securitization positions, and were designed to implement the new market risk framework of the Basel Committee, as well as a prohibition on the use of external credit ratings, as required by the Dodd-Frank Act.

**Changes in Capital Requirements.** The Agencies have approved revised risk-based capital and leverage ratio regulations establishing a new comprehensive capital framework for U.S. banking organizations (Revised Capital Framework). These regulations are largely based on the Basel Committee's December 2010 final capital framework for strengthening international capital standards (Basel III), and significantly revise the risk-based capital and leverage ratio requirements applicable to bank holding companies as compared to the previous U.S. risk-based capital and leverage ratio rules, and thereby, implement certain provisions of the Dodd-Frank Act.

Under the Revised Capital Framework, Group Inc. is an "Advanced approach" banking organization. Below are the aspects of the rules that are most relevant to us as an Advanced approach banking organization.

**Definition of Capital and Capital Ratios.** The Revised Capital Framework introduced changes to the definition of regulatory capital, which, subject to transitional provisions, became effective across our regulatory capital and leverage ratios on January 1, 2014. These changes include the introduction of a new capital measure called Common Equity Tier 1 (CET1), and the related regulatory capital ratio of CET1 to RWAs (CET1 ratio). In addition, the definition of Tier 1 capital has been narrowed to include only CET1 and instruments such as perpetual non-cumulative preferred stock that meet certain criteria.

Certain aspects of the revised requirements phase in over time. These include increases in the minimum capital ratio requirements and the introduction of new capital buffers and certain deductions from regulatory capital (such as investments in nonconsolidated financial institutions). In addition, junior subordinated debt issued to trusts is being phased out of regulatory capital. It is first phased out of Tier 1 capital but is eligible as Tier 2 capital for an interim period through December 31, 2015, after which it will also be phased out of Tier 2 capital through December 31, 2021.

The minimum CET1 ratio is 4.0% as of January 1, 2014 and will increase to 4.5% on January 1, 2015. The minimum Tier 1 capital ratio increased from 4.0% to 5.5% on January 1, 2014 and will increase to 6.0% beginning January 1, 2015. The minimum Total capital ratio remains unchanged at 8.0%. These minimum ratios will be supplemented by a new capital conservation buffer that phases in, beginning on January 1, 2016, in increments of 0.625% per year until it reaches 2.5% on January 1, 2019. The Revised Capital Framework also introduces a new counter-cyclical capital buffer, to be imposed in the event that national supervisors deem it necessary in order to counteract excessive credit growth.

Certain adjustments to calculate CET1 are subject to transition provisions. Most items that were previously deducted from Tier 1 capital become deductions from CET1, many of which transition into CET1 deductions at a rate of 20% per year, beginning in January 2014. The Revised Capital Framework also introduced new deductions from CET1 (such as investments in nonconsolidated financial institutions), which are also phased in as CET1 deductions at a rate of 20% per year with residual amounts subject to risk weighting.

**Risk-Weighted Assets.** In February 2014, the Federal Reserve Board informed us that we have completed a satisfactory “parallel run,” as required of Advanced approach banking organizations under the Revised Capital Framework, and therefore changes to RWAs will take effect beginning with the second quarter of 2014. Accordingly, the calculation of RWAs in future quarters will be based on the following methodologies:

- During the first quarter of 2014 — the Basel I risk-based capital framework adjusted for certain items related to existing capital deductions and the phase-in of new capital deductions (Basel I Adjusted);
- During the remaining quarters of 2014 — the higher of RWAs computed under the Basel III Advanced approach or the Basel I Adjusted calculation; and
- Beginning in the first quarter of 2015 — the higher of RWAs computed under the Basel III Advanced or Standardized approach.

The primary difference between the Standardized approach and the Basel III Advanced approach is that the Standardized approach utilizes prescribed risk-weightings and does not contemplate the use of internal models to compute exposure for credit risk on derivatives and securities financing transactions, whereas the Basel III Advanced approach permits the use of such models, subject to supervisory approval. In addition, RWAs under the Standardized approach depend largely on the type of counterparty (e.g., whether the counterparty is a sovereign, bank, broker-dealer or other entity), rather than on assessments of each counterparty’s creditworthiness. Furthermore, the Standardized approach does not include a capital requirement for operational risk. RWAs for market risk under both the Standardized and Basel III Advanced approaches are based on the Federal Reserve Board’s revised market risk regulatory capital requirements described above.

For information on our RWAs, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Equity Capital — Risk-Weighted Assets” in Part II, Item 7 of the 2013 Form 10-K.

**Regulatory Leverage Ratios.** The Revised Capital Framework increased the minimum Tier 1 leverage ratio applicable to us from 3% to 4% effective January 1, 2014.

In addition, the Revised Capital Framework will introduce a new supplementary leverage ratio for Advanced approach banking organizations, which compares Tier 1 capital (as defined under the Revised Capital Framework) to a measure of leverage exposure (defined as the sum of our assets less certain CET1 deductions plus certain off-balance-sheet exposures).

The Revised Capital Framework requires a minimum supplementary leverage ratio of 3%, effective January 1, 2018, but with disclosure required beginning in the first quarter of 2015.

**Liquidity Ratios under Basel III.** Historically, regulation and monitoring of bank and bank holding company liquidity has been addressed as a supervisory matter, both in the United States and internationally, without required formulaic measures. Basel III will require banks and bank holding companies to measure their liquidity against two specific liquidity tests that, although similar in some respects to liquidity measures historically applied by banks and regulators for management and supervisory purposes, will be mandated by regulation. One test, referred to as the liquidity coverage ratio, is designed to ensure that the entity maintains an adequate level of unencumbered high-quality liquid assets under an acute liquidity stress scenario. The other, referred to as the net stable funding ratio, is designed to promote more medium- and long-term funding of the assets and activities of these entities over a one-year time horizon. These requirements may incentivize banking entities to increase their holdings of securities that qualify as high-quality liquid assets and increase the use of long-term debt as a funding source. Under the Basel Committee's framework, the liquidity coverage ratio would be introduced on January 1, 2015; however there would be a phase-in period whereby firms would have a 60% minimum in 2015, which would be raised 10% per year until it reaches 100% in 2019. The net stable funding ratio is not expected to be introduced as a requirement until January 1, 2018.

In October 2013, the Agencies issued a proposal on minimum liquidity standards that is generally consistent with the Basel Committee's framework as described above, but with certain modifications to the high-quality liquid asset definition and expected cash outflow assumptions, and accelerated transition provisions. In addition, under the proposed accelerated transition timeline, the liquidity coverage ratio would be introduced on January 1, 2015; however, there would be an accelerated U.S. phase-in period whereby firms would have an 80% minimum in 2015 which would be raised 10% per year until it reaches 100% in 2017.

While the principles behind the new frameworks proposed by the Basel Committee and the Agencies are broadly consistent with our current liquidity management framework, it is possible that the refinement and implementation of these standards could impact our liquidity and funding requirements and practices.

**Stress Tests.** In October 2012, the Federal Reserve Board issued final rules implementing the requirements of the Dodd-Frank Act concerning the Dodd-Frank Act supervisory stress tests to be conducted by the Federal Reserve Board and semi-annual company-run stress tests for bank holding companies with total consolidated assets of \$50 billion or more. The stress test rules require increased involvement by boards of directors in stress testing and, since March 2013, public disclosure of the results of both the Federal Reserve Board's annual stress tests and a bank holding company's annual supervisory stress tests, and semi-annual internal stress tests. Certain stress test requirements are also applicable to GS Bank USA, as discussed below.

We published a summary of our annual Dodd-Frank Act stress test results under the Federal Reserve Board's severely adverse scenario in March 2013. We submitted the results of our mid-cycle Dodd-Frank Act stress test to the Federal Reserve Board in July 2013 and we published a summary of our mid-cycle Dodd-Frank Act stress test results under our internally developed severely adverse scenario in September 2013. Our internally developed severely adverse scenario is designed to stress the firm's risks and idiosyncratic vulnerabilities and assess the firm's pro-forma capital position and ratios under the hypothetical stressed environment. We provide additional information on our annual and mid-cycle Dodd-Frank Act stress test results on our web site as described under "Available Information" below. Our annual Dodd-Frank Act stress test submission is incorporated into the annual capital plans that we are required to submit to the Federal Reserve Board as part of the Comprehensive Capital Analysis and Review (CCAR).

**Payment of Dividends and Stock Repurchases.**

Dividend payments by Group Inc. to its shareholders and stock repurchases by Group Inc. are subject to the oversight of the Federal Reserve Board. The dividend and share repurchase policies of large bank holding companies, such as Group Inc., are reviewed by the Federal Reserve Board based on capital plans and stress tests submitted by the bank holding company, and will be assessed against, among other things, the bank holding company's ability to meet and exceed minimum regulatory capital ratios under stressed scenarios, its expected sources and uses of capital over the planning horizon (generally a period of two years) under baseline and stressed scenarios, and any potential impact of changes to its business plan and activities on its capital adequacy and liquidity. The purpose of the capital plan review is to ensure that these institutions have robust, forward-looking capital planning processes that account for each institution's unique risks and that permit continued operations during times of economic and financial stress. As part of the capital plan review, the Federal Reserve Board will evaluate an institution's plan to make capital distributions, such as repurchasing or redeeming stock or increasing dividend payments, across a range of macro-economic and firm-specific assumptions.

As part of our initial 2013 CCAR submission, the Federal Reserve Board informed us that it did not object to our proposed capital actions through the first quarter of 2014, including the repurchase of outstanding common stock, an increase in our quarterly common stock dividend, and the possible issuance, redemption and modification of other capital securities. As required by the Federal Reserve Board, we resubmitted our 2013 capital plan in September 2013, incorporating certain enhancements to our stress testing process. In December 2013, the Federal Reserve Board informed us that it did not object to our resubmitted capital plan. We submitted our 2014 CCAR to the Federal Reserve in January 2014 and expect to publish a summary of our annual Dodd-Frank Act stress test results in March 2014.

**Enhanced Prudential Standards.** In February 2014, the Federal Reserve Board adopted rules to implement certain of the enhanced prudential standards contemplated by the Dodd-Frank Act. Beginning January 1, 2015, the rules require bank holding companies with \$50 billion or more in total consolidated assets to comply with enhanced liquidity and overall risk management standards, including a buffer of highly liquid assets based on projected funding needs for 30 days, and increased involvement by boards of directors in liquidity and overall risk management. The liquidity buffer is in addition to the Agencies' proposal on minimum liquidity standards discussed above. Although the rules are broadly consistent with our current liquidity and overall risk management frameworks, it is possible that the implementation of the rules could impact our liquidity, funding and risk management practices.

**Regulatory Proposals**

In addition to the regulatory rule changes that have already been adopted (as discussed above), both the Federal Reserve Board and the Basel Committee have proposed other changes, which are discussed below. The full impact of these proposals on the firm will not be known with certainty until after any resulting rules are finalized and market practices develop under the final rules. Furthermore, these proposals, the Dodd-Frank Act, other reform initiatives proposed and announced by the Agencies, the Basel Committee, and other governmental entities and regulators (including the European Union (EU), the PRA and the FCA) are not in all cases consistent with one another, which adds further uncertainty to our future capital, leverage and liquidity requirements, and those of our subsidiaries.

**Federal Reserve Board Proposals.** In December 2011, the Federal Reserve Board proposed rules to implement the enhanced prudential standards and early remediation requirements contemplated by the Dodd-Frank Act. Although many of these proposals have now been addressed in final rules that are described above, the single-counterparty credit limits and early remediation requirements are still under consideration. The proposed single-counterparty credit limits impose more stringent requirements for credit exposure among major financial institutions, which (together with other provisions incorporated into the Basel III capital rules) may affect our ability to transact or hedge with other financial institutions. The proposed early remediation rules are modeled on the prompt corrective action regime, described below, but are designed to require action to begin in earlier stages of a company's financial distress, based on a range of triggers, including capital and leverage, stress test results, liquidity and risk management.

Subsequent to the approval of the Revised Capital Framework, the Agencies issued a proposal to increase the minimum supplementary leverage ratio requirement for the largest U.S. banks (those deemed to be global systemically important banking institutions (G-SIBs) under the Basel G-SIB framework). These proposals would require us and other G-SIBs to meet a 5% supplementary leverage ratio (comprised of the current minimum requirement of 3% plus a 2% buffer). In addition, the Basel Committee recently finalized revisions that would increase the size of the leverage exposure for purposes of the supplementary leverage ratio, but would retain a minimum supplementary leverage ratio requirement of 3%. It is not known with certainty at this point whether the U.S. regulators will adopt this revised definition of leverage into their rules and proposals for the supplementary leverage ratio.

**Basel Committee Proposals.** The Basel Committee has updated its methodology for assessing the global systemic importance of banking institutions and determining the range of additional CET1 that should be maintained by those deemed to be G-SIBs. The required amount of additional CET1 for these institutions will initially range from 1% to 2.5% and could be higher in the future for a banking institution that increases its systemic footprint (e.g., by increasing total assets). In November 2013, the Financial Stability Board (established at the direction of the leaders of the Group of 20) indicated that we would be required to hold an additional 1.5% of CET1 as a G-SIB,

based on our 2012 financial data. The final determination of the amount of additional CET1 that we will be required to hold will initially be based on our 2013 financial data and the manner and timing of the U.S. banking regulators' implementation of the Basel Committee's methodology. The Basel Committee indicated that G-SIBs will be required to meet the capital surcharges on a phased-in basis beginning in 2016 through 2019.

The Basel Committee has also published its final guidelines for calculating incremental capital requirements for domestic systemically important banking institutions (D-SIBs). These guidelines are complementary to the framework outlined above for G-SIBs, but are more principles-based in order to provide an appropriate degree of national discretion. The impact of these guidelines on the regulatory capital requirements of GS Bank USA, GSI and other of our subsidiaries will depend on how they are implemented by the banking and non-banking regulators in the United States and other jurisdictions.

The Basel Committee has released other consultation papers that may result in further changes to regulatory capital requirements, including a "Fundamental Review of the Trading Book" and "Revisions to the Basel Securitization Framework."

### **Resolution and Recovery Plans**

As required by the Dodd-Frank Act, the Federal Reserve Board and FDIC have jointly issued a rule requiring each bank holding company with over \$50 billion in assets and each designated systemically important financial institution to provide to regulators an annual plan for its rapid and orderly resolution in the event of material financial distress or failure (resolution plan). Our resolution plan must, among other things, demonstrate that GS Bank USA is adequately protected from risks arising from our other entities. The regulators' joint rule sets specific standards for the resolution plans, including requiring a detailed resolution strategy and analyses of the company's material entities, organizational structure, interconnections and interdependencies, and management information systems, among other elements. In April 2013, the Federal Reserve Board and the FDIC provided additional guidance to us relating to our 2013 resolution plan. Group Inc. submitted its 2013 resolution plan to its regulators in September 2013. Group Inc. is also required to submit, on an annual basis, a global recovery plan to regulators that outlines the steps that management could take over time to reduce risk, raise liquidity, and conserve capital in times of prolonged stress. We have been submitting yearly plans since 2010.

### Source of Strength

Federal Reserve Board policy historically has required bank holding companies to act as a source of strength to their bank subsidiaries and to commit capital and financial resources to support those subsidiaries. The Dodd-Frank Act codifies this policy as a statutory requirement. This support may be required by the Federal Reserve Board at times when we might otherwise determine not to provide it. Capital loans by a bank holding company to a subsidiary bank are subordinate in right of payment to deposits and to certain other indebtedness of the subsidiary bank. In addition, if a bank holding company commits to a federal bank regulator that it will maintain the capital of its bank subsidiary, whether in response to the Federal Reserve Board's invoking its source-of-strength authority or in response to other regulatory measures, that commitment will be assumed by the bankruptcy trustee and the bank will be entitled to priority payment in respect of that commitment, ahead of other creditors of the bank holding company.

The BHC Act provides for regulation of bank holding company activities by various functional regulators and prohibits the Federal Reserve Board from requiring a payment by a holding company subsidiary to a depository institution if the functional regulator of that subsidiary objects to such payment. In such a case, the Federal Reserve Board could instead require the divestiture of the depository institution and impose operating restrictions pending the divestiture.

### Compensation Practices

Our compensation practices are subject to oversight by the Federal Reserve Board and, with respect to some of our subsidiaries and employees, by other financial regulatory bodies worldwide. The scope and content of compensation regulation in the financial industry are continuing to develop, and we expect that these regulations and resulting market practices will evolve over a number of years.

In June 2010, the Agencies jointly issued guidance designed to ensure that incentive compensation arrangements at banking organizations take into account risk and are consistent with safe and sound practices. The guidance sets forth the following three key principles with respect to incentive compensation arrangements: the arrangements should provide employees with incentives that appropriately balance risk and financial results in a manner that does not encourage employees to expose their organizations to imprudent risk; the arrangements should be compatible with effective controls and risk management; and the arrangements should be supported by strong corporate governance. In addition, the Federal Reserve

Board has conducted a review of the incentive compensation policies and practices of a number of large, complex banking organizations, including us. The June 2010 guidance provides that supervisory findings with respect to incentive compensation will be incorporated, as appropriate, into the organization's supervisory ratings, which can affect its ability to make acquisitions or perform other actions. The guidance also provides that enforcement actions may be taken against a banking organization if its incentive compensation arrangements or related risk management, control or governance processes pose a risk to the organization's safety and soundness.

The Financial Stability Board has released standards for implementing certain compensation principles for banks and other financial companies designed to encourage sound compensation practices. These standards are to be implemented by local regulators. In Europe, the Fourth Capital Requirements Directive (CRD4) includes compensation provisions designed to implement the Financial Stability Board's compensation standards within the EU. These rules are being implemented by EU member states and, among other things, limit the ratio of variable to fixed compensation of certain employees identified as having a material impact on the risk profile of EU-regulated entities, including GSI and certain other affiliates. These requirements are in addition to the guidance issued by U.S. financial regulators discussed above and the Dodd-Frank Act provision discussed below.

The Dodd-Frank Act requires the U.S. financial regulators, including the Federal Reserve Board, to establish joint regulations or guidelines prohibiting incentive-based payment arrangements at specified regulated entities having at least \$1 billion in total assets (which would include Group Inc. and some of its depository institution, broker-dealer and investment advisor subsidiaries) that encourage inappropriate risks by providing an executive officer, employee, director or principal shareholder with excessive compensation, fees, or benefits or that could lead to material financial loss to the entity. In addition, these regulators must establish regulations or guidelines requiring enhanced disclosure to regulators of incentive-based compensation arrangements. The initial version of these regulations was proposed by the U.S. financial regulators in early 2011 but the regulations have not yet been finalized. The proposed regulations incorporate the three key principles from the June 2010 regulatory guidance discussed above. If the regulations are adopted in the form initially proposed, they may restrict our flexibility with respect to the manner in which we structure compensation.



**Regulation of GS Bank USA**

Our subsidiary, GS Bank USA, an FDIC-insured, New York State-chartered bank and a member of the Federal Reserve System, is supervised and regulated by the Federal Reserve Board, the FDIC, the New York State Department of Financial Services and the CFPB, and is subject to minimum capital requirements (described below) that are calculated in a manner similar to those applicable to bank holding companies. A number of our activities are conducted partially or entirely through GS Bank USA and its subsidiaries, including: origination of bank loans; interest rate, credit, currency and other derivatives; leveraged finance; mortgage origination; structured finance; and agency lending.

Under rules adopted by the Agencies in 2012 under the Dodd-Frank Act, GS Bank USA is required to undertake stress tests, to submit the results to the Federal Reserve Board, and to make a summary of those results public. The rules require that the board of directors of GS Bank USA, among other things, consider the results of the stress tests in the normal course of the bank's business including, but not limited to, its capital planning, assessment of capital adequacy and risk management practices.

The Dodd-Frank Act contains "derivative push-out" provisions that will prevent us from conducting certain swaps-related activities through GS Bank USA, subject to exceptions for certain interest rate, currency and cleared credit default swaps and for hedging or risk mitigation activities directly related to the bank's business. In July 2013, the Federal Reserve Board granted GS Bank USA an extension through July 2015 to comply with these derivative push-out provisions. Precluded activities may be conducted elsewhere within the firm, subject to certain requirements and potential registration as a swap or security-based swap dealer.

In addition, New York State banking law imposes lending limits (which take into account credit exposure from derivative transactions) and other requirements that could impact the manner and scope of GS Bank USA's activities.

**Transactions with Affiliates.** Transactions between GS Bank USA or its subsidiaries, on the one hand, and Group Inc. or its other subsidiaries and affiliates, on the other hand, are regulated by the Federal Reserve Board under the Federal Reserve Act. The statute and the related regulations limit the types and amounts of transactions (including credit extensions from GS Bank USA or its subsidiaries to Group Inc. or its other subsidiaries and affiliates) that may take place and generally require those transactions to be on market terms or better to GS Bank USA. These regulations generally do not apply to transactions between GS Bank USA and its subsidiaries. The Dodd-Frank Act significantly expands the coverage and scope of the regulations that limit affiliate transactions within a banking organization, including by applying these regulations to the credit exposure arising under derivative transactions, repurchase and reverse repurchase agreements, and securities borrowing and lending transactions.

Federal and state laws impose limitations on the payment of dividends by our depository institution subsidiaries to Group Inc. In general, the amount of dividends that may be paid by GS Bank USA or our national bank trust company subsidiary is limited to the lesser of the amounts calculated under a "recent earnings" test and an "undivided profits" test. Under the recent earnings test, a dividend may not be paid if the total of all dividends declared by the entity in any calendar year is in excess of the current year's net income combined with the retained net income of the two preceding years, unless the entity obtains prior regulatory approval. Under the undivided profits test, a dividend may not be paid in excess of the entity's "undivided profits" (generally, accumulated net profits that have not been paid out as dividends or transferred to surplus). The banking regulators have authority to prohibit or limit the payment of dividends if, in the banking regulator's opinion, payment of a dividend would constitute an unsafe or unsound practice in light of the financial condition of the banking organization.

**Deposit Insurance.** GS Bank USA accepts deposits, and those deposits have the benefit of FDIC insurance up to the applicable limits. The FDIC's Deposit Insurance Fund is funded by assessments on insured depository institutions, such as GS Bank USA. The amounts of these assessments for larger depository institutions (generally those that have \$10 billion in assets or more), such as GS Bank USA, are currently based on the average total consolidated assets less the average tangible equity of the insured depository institution during the assessment period, the supervisory ratings of the insured depository institution and specified forward-looking financial measures used to calculate the assessment rate. The assessment rate is subject to adjustment by the FDIC.

**Prompt Corrective Action and Capital Ratios.** The U.S. Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA), among other things, requires the federal banking agencies to take "prompt corrective action" in respect of depository institutions that do not meet specified capital requirements. FDICIA establishes five capital categories for FDIC-insured banks: well-capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized.

A depository institution is generally deemed to be "well-capitalized," the highest category, if it has a Tier 1 capital ratio of at least 6%, a Total capital ratio of at least 10% and a Tier 1 leverage ratio of at least 5%. GS Bank USA has agreed with the Federal Reserve Board to maintain minimum capital ratios in excess of these "well-capitalized" levels. Under the Revised Capital Framework, as of January 1, 2014, GS Bank USA became subject to a new minimum CET1 ratio requirement of 4%, increasing to 4.5% in 2015. In addition, the Revised Capital Framework changes the standards for "well-capitalized" status under prompt corrective action regulations beginning January 1, 2015 by, among other things, introducing a CET1 ratio requirement of 6.5% and increasing the Tier 1 capital ratio requirement from 6% to 8%. In addition, commencing, January 1, 2018, Advanced approach banking organizations, such as GS Bank USA, must have a supplementary leverage ratio of 3% or greater. Shortly after the approval of the Revised Capital Framework, in July 2013, the Agencies issued a proposal that would also require that U.S. insured depository institution subsidiaries of U.S. G-SIBs, such as GS Bank USA, meet a "well-capitalized" supplementary leverage ratio requirement of 6%, which would be effective beginning January 1, 2018 if the proposal is enacted as proposed.

See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information on GS Bank USA's regulatory capital ratios.

GS Bank USA computes its risk-based capital ratios in accordance with the regulatory capital requirements applicable to state member banks, which are based on the Federal Reserve Board's risk-based capital requirements applicable to bank holding companies. As of December 2013, these capital requirements were based on the Basel I Capital Accord of the Basel Committee, and also reflected the revised market risk regulatory capital requirements as implemented by the Federal Reserve Board, which became effective on January 1, 2013.

The Revised Capital Framework is also applicable to GS Bank USA, which is an Advanced approach banking organization under this framework. GS Bank USA has also been informed by the Federal Reserve Board that it has completed a satisfactory parallel run, as required of Advanced approach banking organizations under the Revised Capital Framework, and therefore changes to its calculations of RWAs will take effect beginning with the second quarter of 2014.

An institution may be downgraded to, or deemed to be in, a capital category that is lower than is indicated by its capital ratios if it is determined to be in an unsafe or unsound condition or if it receives an unsatisfactory examination rating with respect to certain matters. FDICIA imposes progressively more restrictive constraints on operations, management and capital distributions, as the capital category of an institution declines. Failure to meet the capital requirements could also require a depository institution to raise capital. Ultimately, critically undercapitalized institutions are subject to the appointment of a receiver or conservator, as described under "— Insolvency of an Insured Depository Institution or a Bank Holding Company" below.

The prompt corrective action regulations apply only to depository institutions and not to bank holding companies such as Group Inc. However, the Federal Reserve Board is authorized to take appropriate action at the holding company level, based upon the undercapitalized status of the holding company's depository institution subsidiaries. In certain instances relating to an undercapitalized depository institution subsidiary, the bank holding company would be required to guarantee the performance of the undercapitalized subsidiary's capital restoration plan and might be liable for civil money damages for failure to fulfill its commitments on that guarantee. Furthermore, in the event of the bankruptcy of the holding company, the guarantee would take priority over the holding company's general unsecured creditors, as described under "— Source of Strength" above.

### **Insolvency of an Insured Depository Institution or a Bank Holding Company**

Under the Federal Deposit Insurance Act of 1950, if the FDIC is appointed as conservator or receiver for an insured depository institution such as GS Bank USA, upon its insolvency or in certain other events, the FDIC has broad powers, including the power:

- to transfer any of the depository institution's assets and liabilities to a new obligor, including a newly formed "bridge" bank, without the approval of the depository institution's creditors;
- to enforce the terms of the depository institution's contracts pursuant to their terms without regard to any provisions triggered by the appointment of the FDIC in that capacity; or
- to repudiate or disaffirm any contract or lease to which the depository institution is a party, the performance of which is determined by the FDIC to be burdensome and the disaffirmance or repudiation of which is determined by the FDIC to promote the orderly administration of the depository institution.

In addition, under federal law, the claims of holders of domestic deposit liabilities and certain claims for administrative expenses against an insured depository institution would be afforded a priority over other general unsecured claims, including deposits at non-U.S. branches, against such an institution, including claims of debt holders of the institution, in the "liquidation or other resolution" of such an institution by any receiver. As a result, whether or not the FDIC ever sought to repudiate any debt obligations of GS Bank USA, the debt holders (other than depositors) would be treated differently from, and could receive, if anything, substantially less than, the depositors of GS Bank USA.

The Dodd-Frank Act created a new resolution regime (known as "orderly liquidation authority") for bank holding companies and their affiliates, and systemically important non-bank financial companies. Under the orderly liquidation authority, the FDIC may be appointed as receiver for the systemically important institution, and its failed non-bank subsidiaries, for purposes of liquidating the entity if, among other conditions, it is determined at the time of the institution's failure that it is in default or in danger of default and the failure poses a risk to the stability of the U.S. financial system.

If the FDIC is appointed as receiver under the orderly liquidation authority, then the powers of the receiver, and the rights and obligations of creditors and other parties who have dealt with the institution, would be determined under the orderly liquidation authority, and not under the insolvency law that would otherwise apply. The powers of the receiver under the orderly liquidation authority were generally based on the powers of the FDIC as receiver for depository institutions under the Federal Deposit Insurance Act. Substantial differences in the rights of creditors exist between the orderly liquidation authority and the U.S. Bankruptcy Code, including the right of the FDIC under the orderly liquidation authority to disregard the strict priority of creditor claims in some circumstances, the use of an administrative claims procedure to determine creditors' claims (as opposed to the judicial procedure utilized in bankruptcy proceedings), and the right of the FDIC to transfer claims to a "bridge" entity. In addition, the orderly liquidation authority limits the ability of creditors to enforce certain contractual cross-defaults against affiliates of the institution in receivership.

The orderly liquidation authority provisions of the Dodd-Frank Act became effective upon enactment. The FDIC has completed several rulemakings under the orderly liquidation authority, but may provide additional guidance. New guidance may affect the manner in which the new authority is applied, particularly with respect to broker-dealer and futures commission merchant subsidiaries of bank holding companies. The FDIC issued a notice in December 2013 describing some elements of its "single point of entry" or "SPOE" strategy pursuant to the orderly liquidation authority provisions of the Dodd-Frank Act, under which the FDIC would, among other things, resolve a failed financial holding company by transferring its assets to a "bridge" holding company.

### **Resolution Plan**

The FDIC issued a rule requiring each insured depository institution with \$50 billion or more in assets, such as GS Bank USA, to provide a resolution plan. Similar to our resolution plan for Group Inc., our resolution plan for GS Bank USA must, among other things, demonstrate that it is adequately protected from risks arising from our other entities. GS Bank USA submitted its 2013 resolution plan to its regulators in September 2013.

### **Broker-Dealer and Securities Regulation**

Goldman Sachs' broker-dealer subsidiaries are subject to regulations that cover all aspects of the securities business, including sales methods, trade practices, use and safekeeping of clients' funds and securities, capital structure, recordkeeping, the financing of clients' purchases, and the conduct of directors, officers and employees. In the United States, the SEC is the federal agency responsible for the administration of the federal securities laws. GS&Co. is registered as a broker-dealer, a municipal advisor and an investment adviser with the SEC and as a broker-dealer in all 50 states and the District of Columbia. Self-regulatory organizations, such as FINRA and the NYSE, adopt rules that apply to, and examine, broker-dealers such as GS&Co.

In addition, state securities and other regulators also have regulatory or oversight authority over GS&Co. Similarly, our businesses are also subject to regulation by various non-U.S. governmental and regulatory bodies and self-regulatory authorities in virtually all countries where we have offices, as discussed further under "Other Regulation" below. GSEC and one of its subsidiaries are registered U.S. broker-dealers and are regulated by the SEC, the NYSE and FINRA. For a discussion of net capital requirements applicable to GS&Co. and GSEC, see Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.

Our exchange-based market-making activities are subject to extensive regulation by a number of securities exchanges. As a Designated Market Maker (DMM) on the NYSE and as a market maker on other exchanges, we are required to maintain orderly markets in the securities to which we are assigned. Under the NYSE's DMM rules, this may require us to supply liquidity to these markets when markets are declining.

The Dodd-Frank Act will result in additional regulation by the SEC, the CFTC and other regulators of our broker-dealer and regulated subsidiaries in a number of respects. The legislation calls for the imposition of expanded standards of care by market participants in dealing with clients and customers, including by providing the SEC with authority to adopt rules establishing fiduciary duties for broker-dealers and directing the SEC to examine and improve sales practices and disclosure by broker-dealers and investment advisers.

Our broker-dealer and other subsidiaries will also be affected by rules to be adopted by federal agencies pursuant to the Dodd-Frank Act that require any person who organizes or initiates an asset-backed security transaction to retain a portion (generally, at least five percent) of any credit risk that the person conveys to a third party. Securitizations will also be affected by rules proposed by the SEC in September 2011 to implement the Dodd-Frank Act's prohibition against securitization participants' engaging in any transaction that would involve or result in any material conflict of interest with an investor in a securitization transaction. The proposed rules would exempt bona fide market-making activities and risk-mitigating hedging activities in connection with securitization activities from the general prohibition.

The SEC, FINRA and regulators in various non-U.S. jurisdictions have imposed both conduct-based and disclosure-based requirements with respect to research reports and research analysts and may impose additional regulations.

### **Swaps, Derivatives and Commodities Regulation**

The commodity futures, commodity options and swaps industry in the United States is subject to regulation under the U.S. Commodity Exchange Act. The CFTC is the federal agency charged with the administration of the CEA. In addition, the SEC is the federal agency charged with the regulation of security-based swaps. Several of Goldman Sachs' subsidiaries, including GS&Co. and GSEC, are registered with the CFTC and act as futures commission merchants, commodity pool operators, commodity trading advisors or (as discussed below) swap dealers, and are subject to CFTC regulations. The rules and regulations of various self-regulatory organizations, such as the Chicago Board of Trade and the Chicago Mercantile Exchange, other futures exchanges and the National Futures Association, also govern the commodity futures, commodity options and swaps activities of these entities. In addition, Goldman Sachs Financial Markets, L.P. (GSFM) is registered with the SEC as an OTC derivatives dealer and conducts certain OTC derivatives activities.

The Dodd-Frank Act provides for significantly increased regulation of and restrictions on derivative markets and transactions. In particular, the Dodd-Frank Act imposes the following requirements relating to swaps and security-based swaps:

- real-time public and regulatory reporting of trade information for swaps and security-based swaps and large trader reporting for swaps;
- registration of swap dealers and major swap participants with the CFTC and of security-based swap dealers and major security-based swap participants with the SEC;
- position limits that cap exposure to derivatives on certain physical commodities;
- mandated clearing through central counterparties and execution through regulated exchanges or electronic facilities for certain swaps and security-based swaps;
- new business conduct standards and other requirements for swap dealers, major swap participants, security-based swap dealers and major security-based swap participants, covering their relationships with counterparties, internal oversight and compliance structures, conflict of interest rules, internal information barriers, general and trade-specific record-keeping and risk management;
- margin requirements for trades that are not cleared through a central counterparty; and
- entity-level capital requirements for swap dealers, major swap participants, security-based swap dealers, and major security-based swap participants.

The terms “swaps” and “security-based swaps” are generally defined broadly for purposes of these requirements, and can include a wide variety of derivative instruments in addition to those conventionally called swaps. The definition includes certain forward contracts, options, certain loan participations and guarantees of swaps, subject to certain exceptions, and relates to a wide variety of underlying assets or obligations, including currencies, commodities, interest or other monetary rates, yields, indices, securities, credit events, loans and other financial obligations.

The CFTC is responsible for issuing rules relating to swaps, swap dealers and major swap participants, and the SEC is responsible for issuing rules relating to security-based swaps, security-based swap dealers and major security-based swap participants. Although the CFTC has not yet finalized its margin requirements or capital regulations, certain of the requirements, including registration of swap dealers, business conduct standards and real-time public trade reporting, have taken effect already under CFTC rules, and the SEC and the CFTC have finalized the definitions of a number of key terms. In addition, the CFTC has implemented rules requiring the mandatory clearing of certain credit default swaps and interest rate swaps between dealers, and between swap dealers and non-dealer financial entities. Finally, the CFTC has commenced making determinations regarding which swaps must be traded on swap execution facilities or exchanges, and certain interest rate swaps and credit default swaps are now subject to these trade-execution requirements. The CFTC is expected to continue to make such determinations during 2014.

The SEC has proposed rules to impose margin, capital and segregation requirements for security-based swap dealers and major security-based swap participants. The SEC has also proposed rules relating to registration of security-based swap dealers and major security-based swap participants, trade reporting and real-time reporting, and business conduct requirements for security-based swap dealers and major security-based swap participants, and has proposed rules and guidance on the cross-border regulation of security-based swaps. The SEC has proposed, but not yet finalized, rules that would govern the design of new trading venues for security-based swaps and establish the process for determining which products must be traded on these venues.

We have registered certain subsidiaries as “swap dealers” under the CFTC rules, including GS&Co., GS Bank USA, GSI and J. Aron & Company. We expect that these entities, and our businesses more broadly, will be subject to significant and developing regulation and regulatory oversight in connection with swap-related activities.

Similar regulations have been proposed or adopted in jurisdictions outside the United States, including the introduction of standardized execution and clearing, margining and reporting requirements for OTC derivatives. For instance, the EU has established a set of new regulatory requirements for EU derivatives activities under the European Market Infrastructure Regulation. These requirements include various risk management requirements that have already become effective and regulatory reporting and clearing requirements that are expected to start becoming effective in 2014.

The full application of new derivatives rules across different national and regulatory jurisdictions has not yet been fully established. In July 2013, the CFTC finalized guidance and timing on the cross-border regulation of swaps and announced that it had reached an understanding with the European Commission regarding the cross-border regulation of derivatives and the common goals underlying their respective regulations. However, specific determinations of the extent to which regulators in each of the relevant jurisdictions will defer to regulations in other jurisdictions have not yet been completed. The full impact of the various U.S. and non-U.S. regulatory developments in this area will not be known with certainty until all the rules are finalized and implemented and market practices and structures develop under the final rules.

J. Aron & Company is authorized by the U.S. Federal Energy Regulatory Commission (FERC) to sell wholesale physical power at market-based rates. As a FERC-authorized power marketer, J. Aron & Company is subject to regulation under the U.S. Federal Power Act and FERC regulations and to the oversight of FERC. As a result of our investing activities, Group Inc. is also an “exempt holding company” under the U.S. Public Utility Holding Company Act of 2005 and applicable FERC rules.

In addition, as a result of our power-related and commodities activities, we are subject to energy, environmental and other governmental laws and regulations, as discussed under “Risk Factors — Our commodities activities, particularly our physical commodities activities, subject us to extensive regulation, potential catastrophic events and environmental, reputational and other risks that may expose us to significant liabilities and costs” in Part I, Item 1A of the 2013 Form 10-K.

### **Investment Management Regulation**

Our investment management business is subject to significant regulation in numerous jurisdictions around the world relating to, among other things, the safeguarding of client assets, offerings of funds, marketing activities, transactions among affiliates and our management of client funds. Certain of our subsidiaries are registered with, and subject to oversight by, the SEC as investment advisers. In June 2013, the SEC proposed amendments to the rules governing the regulation of money market funds, which included two alternatives that could be adopted separately or in a combined manner: a floating net asset value and/or restrictions on redemptions. The full impact of the amendments on us will not be known with certainty until the amendments are finalized and market practices and structures develop under the amended rules.

### **Other Regulation**

The U.S. and non-U.S. government agencies, regulatory bodies and self-regulatory organizations, as well as state securities commissions and other state regulators in the United States, are empowered to conduct administrative proceedings that can result in censure, fine, the issuance of cease and desist orders, or the suspension or expulsion of a regulated entity or its directors, officers or employees. In addition, a number of our other activities require us to obtain licenses, adhere to applicable regulations and be subject to the oversight of various regulators in the jurisdictions in which we conduct these activities. Regulatory oversight has been increasing, as well as the level of fines and penalties imposed by regulatory agencies. Our subsidiaries are subject to various and numerous requests for information, investigations and proceedings, and sanctions have been imposed for infractions of various regulations relating to our activities.

In Europe, Goldman Sachs provides investment services that are subject to oversight by national regulators as well as the EU. These investment services are regulated in accordance with national laws, many of which implement EU directives, and increasingly by directly applicable EU regulations. These national and EU laws require, among other things, compliance with certain capital adequacy standards, customer protection requirements and market conduct and trade reporting rules.

Goldman Sachs provides investment services in and from the United Kingdom under the regulation of the PRA and the FCA. GSI, our regulated U.K. broker-dealer subsidiary, is subject to the capital requirements imposed by the PRA. Other subsidiaries, including Goldman Sachs International Bank (GSIB), our regulated U.K. bank, are also regulated by the PRA and the FCA. As of December 2013, GSI and GSIB were in compliance with the PRA capital requirements.

Various other Goldman Sachs entities are regulated by the banking and securities regulatory authorities of the European countries in which they operate, including, among others, the Federal Financial Supervisory Authority (BaFin) and the Bundesbank in Germany, the Autorité de Contrôle Prudentiel and the Autorité des Marchés Financiers in France, the Central Bank of the Russian Federation and the Swiss Financial Market Supervisory Authority. In November 2014, a new Single Supervisory Mechanism will become effective, under which the European Central Bank and national supervisors will both have certain regulatory responsibilities for banks in participating EU member states. While the U.K. does not participate in this new mechanism, it will affect how the firm's banks in Germany and France are regulated and supervised.

The EU and national financial legislators and regulators have proposed or adopted numerous market reforms that may impact our businesses. These include stricter capital and liquidity requirements, including recently finalized legislation to implement Basel III capital requirements for certain of our EU subsidiaries (such as GSI). These market reforms also include rules on the recovery and resolution of EU institutions, rules on the separation of certain trading activities from deposit taking, rules on the cross-border provision of services from countries outside the European Economic Area, authorizations for regulators to impose position limits, requirements to execute certain transactions only on certain regulated venues, reporting requirements (including requirements to publish information about transactions), restrictions on short selling and credit default swaps, additional obligations and restrictions on the management and marketing of funds in the EU, sanctions for regulatory breach and further revised organizational, market structure, conduct of business and market abuse rules. In addition, the European Commission, the European Securities Market Authority and the European Banking Authority have announced or are formulating regulatory standards and other measures which will impact our European operations. Certain Goldman Sachs entities are also regulated by the European securities, derivatives and commodities exchanges of which they are members.

In February 2013, the European Commission published a proposal for enhanced cooperation in the area of financial transactions tax in response to a request from certain member states of the EU. The proposed financial transactions tax is broad in scope and would apply to transactions in a wide variety of financial instruments and derivatives. The draft legislation is still subject to further revisions and the full impact of the proposal will not be known with certainty until the legislation is finalized.

Goldman Sachs Japan Co., Ltd. (GSJCL), our regulated Japanese broker-dealer, is subject to the capital requirements imposed by Japan's Financial Services Agency. As of December 2013, GSJCL was in compliance with its capital adequacy requirements. GSJCL is also regulated by the Tokyo Stock Exchange, the Osaka Securities Exchange, the Tokyo Financial Exchange, the Japan Securities Dealers Association, the Tokyo Commodity Exchange, Securities and Exchange Surveillance Commission, Bank of Japan, the Ministry of Finance and the Ministry of Economy, Trade and Industry, among others.

Also, the Securities and Futures Commission in Hong Kong, the Monetary Authority of Singapore, the China Securities Regulatory Commission, the Korean Financial Supervisory Service, the Reserve Bank of India, the Securities and Exchange Board of India, the Australian Securities and Investments Commission and the Australian Securities Exchange, among others, regulate various of our subsidiaries and also have capital standards and other requirements comparable to the rules of the SEC. Various other Goldman Sachs entities are regulated by the banking and regulatory authorities in countries in which Goldman Sachs operates, including, among others, Brazil and Dubai.

The U.S. Bank Secrecy Act (BSA), as amended by the USA PATRIOT Act of 2001 (PATRIOT Act), contains anti-money laundering and financial transparency laws and mandated the implementation of various regulations applicable to all financial institutions, including standards for verifying client identification at account opening, and obligations to monitor client transactions and report suspicious activities. Through these and other provisions, the BSA and the PATRIOT Act seek to promote the identification of parties that may be involved in terrorism, money laundering or other suspicious activities. Anti-money laundering laws outside the United States contain some similar provisions.

In addition, we are subject to laws and regulations worldwide, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, relating to corrupt and illegal payments to, and hiring practices with regard to, government officials and others. The obligation of financial institutions, including Goldman Sachs, to identify their clients, to monitor for and report suspicious transactions, to monitor direct and indirect payments to government officials, to respond to requests for information by regulatory authorities and law enforcement agencies, and to share information with other financial institutions, has required the implementation and maintenance of internal practices, procedures and controls that have increased, and may continue to increase, our costs, and any failure with respect to our programs in this area could subject us to substantial liability and regulatory fines.

As discussed above, many of our subsidiaries are subject to regulatory capital requirements in jurisdictions throughout the world. Subsidiaries not subject to separate regulation may hold capital to satisfy local tax guidelines, rating agency requirements or internal policies, including policies concerning the minimum amount of capital a subsidiary should hold based upon its underlying risk.

Certain of our businesses are subject to compliance with regulations enacted by U.S. federal and state governments, the EU or other jurisdictions and/or enacted by various regulatory organizations or exchanges relating to the privacy of the information of clients, employees or others, and any failure to comply with these regulations could expose us to liability and/or reputational damage.

## Available Information

Our internet address is [www.gs.com](http://www.gs.com) and the investor relations section of our web site is located at [www.gs.com/shareholders](http://www.gs.com/shareholders). We make available free of charge through the investor relations section of our web site, annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the U.S. Securities Exchange Act of 1934 (Exchange Act), as well as proxy statements, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Also posted on our web site, and available in print upon request of any shareholder to our Investor Relations Department, are our certificate of incorporation and by-laws, charters for our Audit Committee, Risk Committee, Compensation Committee, and Corporate Governance, Nominating and Public Responsibilities Committee, our Policy Regarding Director Independence Determinations, our Policy on Reporting of Concerns Regarding Accounting and Other Matters, our Corporate Governance Guidelines and our Code of Business Conduct and Ethics governing our directors, officers and employees. Within the time period required by the SEC, we will post on our web site any amendment to the Code of Business Conduct and Ethics and any waiver applicable to any executive officer, director or senior financial officer.

In addition, our web site includes information concerning:

- purchases and sales of our equity securities by our executive officers and directors;
- disclosure relating to certain non-GAAP financial measures (as defined in the SEC's Regulation G) that we may make public orally, telephonically, by webcast, by broadcast or by similar means from time to time;
- Dodd-Frank Act stress test results; and
- the firm's risk management practices and regulatory capital ratios, as required under the disclosure-related provisions of the Federal Reserve Board's market risk capital rules.

Our Investor Relations Department can be contacted at The Goldman Sachs Group, Inc., 200 West Street, 29th Floor, New York, New York 10282, Attn: Investor Relations, telephone: 212-902-0300, e-mail: [gs-investor-relations@gs.com](mailto:gs-investor-relations@gs.com).



## Cautionary Statement Pursuant to the U.S. Private Securities Litigation Reform Act of 1995

We have included or incorporated by reference in the 2013 Form 10-K, and from time to time our management may make, statements that may constitute “forward-looking statements” within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements are not historical facts, but instead represent only our beliefs regarding future events, many of which, by their nature, are inherently uncertain and outside our control. These statements include statements other than historical information or statements of current condition and may relate to our future plans and objectives and results, among other things, and may also include statements about the effect of changes to the capital and leverage rules applicable to banks and bank holding companies, the impact of the Dodd-Frank Act on our businesses and operations, and various legal proceedings or mortgage-related contingencies as set forth under “Legal Proceedings” and “Certain Mortgage-Related Contingencies” in Notes 27 and 18, respectively, to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K, as well as statements about the results of our Dodd-Frank Act and firm stress tests, statements about the objectives and effectiveness of our risk management and liquidity policies, statements about trends in or growth opportunities for our businesses, statements about our future status, activities or reporting under U.S. or non-U.S. banking and financial regulation, and statements about our investment banking transaction backlog.

By identifying these statements for you in this manner, we are alerting you to the possibility that our actual results and financial condition may differ, possibly materially, from the anticipated results and financial condition indicated in these forward-looking statements. Important factors that could cause our actual results and financial condition to differ from those indicated in the forward-looking statements include, among others, those discussed below and under “Risk Factors” in Part I, Item 1A of the 2013 Form 10-K.

In the case of statements about our investment banking transaction backlog, such statements are subject to the risk that the terms of these transactions may be modified or that they may not be completed at all; therefore, the net revenues, if any, that we actually earn from these transactions may differ, possibly materially, from those currently expected. Important factors that could result in a modification of the terms of a transaction or a transaction not being completed include, in the case of underwriting transactions, a decline or continued weakness in general economic conditions, outbreak of hostilities, volatility in the securities markets generally or an adverse development with respect to the issuer of the securities and, in the case of financial advisory transactions, a decline in the securities markets, an inability to obtain adequate financing, an adverse development with respect to a party to the transaction or a failure to obtain a required regulatory approval. For a discussion of other important factors that could adversely affect our investment banking transactions, see “Risk Factors” in Part I, Item 1A of the 2013 Form 10-K.

We have voluntarily provided in this filing information regarding the firm’s and GS Bank USA’s estimated capital ratios, including CET1 ratios under the Advanced and Standardized approaches on a fully phased-in and transitional basis, Basel I Adjusted capital ratio and supplementary leverage ratio. The statements with respect to the estimated ratios are forward-looking statements, based on our current interpretation, expectations and understandings of the Revised Capital Framework and related proposals to increase the minimum supplementary leverage ratio. The information regarding estimated ratios includes significant assumptions concerning the treatment of various assets and liabilities and the manner in which the ratios are calculated under the Revised Capital Framework. As a result, the methods used to calculate these estimates may differ, possibly materially, from those used in calculating the estimates for any future voluntary disclosures as well as those used when such ratios are required to be disclosed. The ultimate methods of calculating the ratios will depend on, among other things, the promulgation of final rules to increase the minimum supplementary leverage ratio, supervisory approval of our internal models used under the Advanced approach for calculating CET1, implementation guidance from the Agencies and the development of market practices and standards.

## Item 1A. Risk Factors

We face a variety of risks that are substantial and inherent in our businesses, including market, liquidity, credit, operational, legal, regulatory and reputational risks. The following are some of the more important factors that could affect our businesses.

***Our businesses have been and may continue to be adversely affected by conditions in the global financial markets and economic conditions generally.***

Our businesses, by their nature, do not produce predictable earnings, and all of our businesses are materially affected by conditions in the global financial markets and economic conditions generally, both directly and through their impact on client activity levels. Since 2008, these conditions have changed suddenly and, for a period of time, very negatively. In 2008 and through early 2009, the financial services industry and the securities markets generally were materially and adversely affected by significant declines in the values of nearly all asset classes and by a serious lack of liquidity. Since 2011, concerns about European sovereign debt risk and its impact on the European banking system, and about U.S. growth and uncertainty regarding U.S. federal fiscal and monetary policies, the U.S. federal debt ceiling and the continued funding of the U.S. government, have resulted, at times, in significant volatility while negatively impacting the levels of client activity.

Since 2008, governments, regulators and central banks in the United States and worldwide have taken numerous steps to increase liquidity and to restore investor and public confidence. In addition, numerous legislative and regulatory actions have been taken to deal with what regulators, politicians and others believe to be the root causes of the financial crisis, including laws and regulations relating to financial institution capital, liquidity and leverage requirements and compensation practices, restrictions on the type of activities in which financial institutions are permitted to engage, and generally increased regulatory scrutiny. Additional taxes have been, and may in the future be, imposed on us and certain other financial institutions and on financial transactions in which we engage. Many of the regulations that are required to implement this legislation (including the Dodd-Frank Act) are still being developed or are not yet in effect; therefore, the exact impact that these regulations will have on our businesses, results of operations and cash flows is presently unclear. Certain of these regulations have or will soon come into effect, and liquidity in financial markets may be negatively impacted as market participants and market practices and structures adjust to these new requirements.

National and local governments continue to face difficult financial conditions due to significant reductions in tax revenues, particularly from corporate and personal income taxes, as well as increased outlays for unemployment benefits due to high unemployment levels and the cost of stimulus programs.

General uncertainty about economic, political and market activities, and the timing and final details of regulatory reform, as well as a lack of consumer, investor and CEO confidence resulting in large part from such uncertainty, continues to negatively impact client activity which, together with low levels of volatility, has adversely affected many of our businesses.

Our revenues, profitability and return on equity are significantly below 2007 levels, due primarily to the post-2008 economic, financial and political conditions (including the uncertainty about future regulations) and their impact on the markets and the level of client activity. In addition, our revenues and profitability and those of our competitors have been and will continue to be impacted by changes resulting from the financial crisis, including increased capital requirements, minimum liquidity levels and levels of regulatory oversight, as well as limitations on the type of and manner in which certain business activities may be carried out by financial institutions. Financial institution returns have also been negatively impacted by increased funding costs due in part to the withdrawal of perceived government support of such institutions in the event of future financial crises.

The degree to which these and other changes resulting from the financial crisis will have a long-term impact on the profitability of financial institutions will depend on the final interpretation and implementation of new regulations, the manner in which markets, market participants and financial institutions adapt to the new landscape, and the prevailing economic and financial market conditions. However, there is a risk that such changes will, at least in the near-term, continue to negatively impact the absolute level of revenues, profitability and return on equity at our firm and at other financial institutions.

Our financial performance is highly dependent on the environment in which our businesses operate. A favorable business environment is generally characterized by, among other factors, high global gross domestic product growth, transparent, liquid and efficient capital markets, low inflation, high business and investor confidence, stable geopolitical conditions, regulatory certainty and strong business earnings. Unfavorable or uncertain economic and market conditions can be caused by: concerns about sovereign defaults; uncertainty in U.S. federal fiscal or monetary policy, the U.S. federal debt ceiling and the continued funding of the U.S. government; uncertainty about the timing and nature of regulatory reforms; declines in economic growth, business activity or investor or business confidence; limitations on the availability or increases in the cost of credit and capital; increases in inflation, interest rates, exchange rate volatility, default rates or the price of basic commodities; outbreaks of hostilities or other geopolitical instability; corporate, political or other scandals that reduce investor confidence in capital markets; extreme weather events or other natural disasters or pandemics; or a combination of these or other factors.

***Our businesses have been and may be adversely affected by declining asset values. This is particularly true for those businesses in which we have net “long” positions, receive fees based on the value of assets managed, or receive or post collateral.***

Many of our businesses have net “long” positions in debt securities, loans, derivatives, mortgages, equities (including private equity and real estate) and most other asset classes. These include positions we take when we act as a principal to facilitate our clients’ activities, including our exchange-based market-making activities, or commit large amounts of capital to maintain positions in interest rate and credit products, as well as through our currencies, commodities, equities and mortgage-related activities. Because substantially all of these investing, lending and market-making positions are marked-to-market on a daily basis, declines in asset values directly and immediately impact our earnings, unless we have effectively “hedged” our exposures to such declines. In certain circumstances (particularly in the case of leveraged loans and private equities or other securities that are not freely tradable or lack established and liquid trading markets), it may not be possible or economic to hedge such exposures and to the

extent that we do so the hedge may be ineffective or may greatly reduce our ability to profit from increases in the values of the assets. Sudden declines and significant volatility in the prices of assets may substantially curtail or eliminate the trading markets for certain assets, which may make it very difficult to sell, hedge or value such assets. The inability to sell or effectively hedge assets reduces our ability to limit losses in such positions and the difficulty in valuing assets may negatively affect our capital, liquidity or leverage ratios, increase our funding costs and generally require us to maintain additional capital.

In our exchange-based market-making activities, we are obligated by stock exchange rules to maintain an orderly market, including by purchasing securities in a declining market. In markets where asset values are declining and in volatile markets, this results in losses and an increased need for liquidity.

We receive asset-based management fees based on the value of our clients’ portfolios or investment in funds managed by us and, in some cases, we also receive incentive fees based on increases in the value of such investments. Declines in asset values reduce the value of our clients’ portfolios or fund assets, which in turn reduce the fees we earn for managing such assets.

We post collateral to support our obligations and receive collateral to support the obligations of our clients and counterparties in connection with our client execution businesses. When the value of the assets posted as collateral declines, the party posting the collateral may need to provide additional collateral or, if possible, reduce its trading position. A classic example of such a situation is a “margin call” in connection with a brokerage account. Therefore, declines in the value of asset classes used as collateral mean that either the cost of funding positions is increased or the size of positions is decreased. If we are the party providing collateral, this can increase our costs and reduce our profitability and if we are the party receiving collateral, this can also reduce our profitability by reducing the level of business done with our clients and counterparties. In addition, volatile or less liquid markets increase the difficulty of valuing assets which can lead to costly and time-consuming disputes over asset values and the level of required collateral, as well as increased credit risk to the recipient of the collateral due to delays in receiving adequate collateral.

***Our businesses have been and may be adversely affected by disruptions in the credit markets, including reduced access to credit and higher costs of obtaining credit.***

Widening credit spreads, as well as significant declines in the availability of credit, have in the past adversely affected our ability to borrow on a secured and unsecured basis and may do so in the future. We fund ourselves on an unsecured basis by issuing long-term debt, by accepting deposits at our bank subsidiaries, by issuing hybrid financial instruments, promissory notes and commercial paper or by obtaining bank loans or lines of credit. We seek to finance many of our assets on a secured basis, including by entering into repurchase agreements. Any disruptions in the credit markets may make it harder and more expensive to obtain funding for our businesses. If our available funding is limited or we are forced to fund our operations at a higher cost, these conditions may require us to curtail our business activities and increase our cost of funding, both of which could reduce our profitability, particularly in our businesses that involve investing, lending and market making.

Our clients engaging in mergers and acquisitions often rely on access to the secured and unsecured credit markets to finance their transactions. A lack of available credit or an increased cost of credit can adversely affect the size, volume and timing of our clients' merger and acquisition transactions — particularly large transactions — and adversely affect our financial advisory and underwriting businesses.

In addition, we may incur significant unrealized gains or losses due solely to changes in our credit spreads or those of third parties, as these changes may affect the fair value of our derivative instruments and the debt securities that we hold or issue, which may in turn adversely affect our results of operations and capital ratios.

***Our market-making activities have been and may be affected by changes in the levels of market volatility.***

Certain of our market-making activities depend on market volatility to provide trading and arbitrage opportunities to our clients, and decreases in volatility may reduce these opportunities and adversely affect the results of these activities. On the other hand, increased volatility, while it can increase trading volumes and spreads, also increases risk as measured by Value-at-Risk (VaR) and may expose us to increased risks in connection with our market-making activities or cause us to reduce our market-making positions in order to avoid increasing our VaR. Limiting the

size of our market-making positions can adversely affect our profitability. In periods when volatility is increasing, but asset values are declining significantly, it may not be possible to sell assets at all or it may only be possible to do so at steep discounts. In such circumstances we may be forced to either take on additional risk or to incur losses in order to decrease our VaR. In addition, increases in volatility increase the level of our RWAs and increase our capital requirements, both of which in turn increase our funding costs.

***Our investment banking, client execution and investment management businesses have been adversely affected and may continue to be adversely affected by market uncertainty or lack of confidence among investors and CEOs due to general declines in economic activity and other unfavorable economic, geopolitical or market conditions.***

Our investment banking business has been and may continue to be adversely affected by market conditions. Poor economic conditions and other adverse geopolitical conditions, as well as uncertainty relating to the U.S. debt ceiling and the continued funding of the U.S. government, can adversely affect and have adversely affected investor and CEO confidence, resulting in significant industry-wide declines in the size and number of underwritings and of financial advisory transactions, which could have an adverse effect on our revenues and our profit margins. In particular, because a significant portion of our investment banking revenues is derived from our participation in large transactions, a decline in the number of large transactions would adversely affect our investment banking business.

In certain circumstances, market uncertainty or general declines in market or economic activity may affect our client execution businesses by decreasing levels of overall activity or by decreasing volatility, but at other times market uncertainty and even declining economic activity may result in higher trading volumes or higher spreads or both.

Market uncertainty, volatility and adverse economic conditions, as well as declines in asset values, may cause our clients to transfer their assets out of our funds or other products or their brokerage accounts and result in reduced net revenues, principally in our investment management business. To the extent that clients do not withdraw their funds, they may invest them in products that generate less fee income.

***Our investment management business may be affected by the poor investment performance of our investment products.***

Poor investment returns in our investment management business, due to either general market conditions or underperformance (relative to our competitors or to benchmarks) by funds or accounts that we manage or investment products that we design or sell, affects our ability to retain existing assets and to attract new clients or additional assets from existing clients. This could affect the management and incentive fees that we earn on assets under supervision or the commissions and net spreads that we earn for selling other investment products, such as structured notes or derivatives.

***We may incur losses as a result of ineffective risk management processes and strategies.***

We seek to monitor and control our risk exposure through a risk and control framework encompassing a variety of separate but complementary financial, credit, operational, compliance and legal reporting systems, internal controls, management review processes and other mechanisms. Our risk management process seeks to balance our ability to profit from market-making, investing or lending positions with our exposure to potential losses. While we employ a broad and diversified set of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the specifics and timing of such outcomes. Thus, we may, in the course of our activities, incur losses. Market conditions in recent years have involved unprecedented dislocations and highlight the limitations inherent in using historical data to manage risk.

The models that we use to assess and control our risk exposures reflect assumptions about the degrees of correlation or lack thereof among prices of various asset classes or other market indicators. In times of market stress or other unforeseen circumstances, such as occurred during 2008 and early 2009, and to some extent since 2011,

previously uncorrelated indicators may become correlated, or conversely previously correlated indicators may move in different directions. These types of market movements have at times limited the effectiveness of our hedging strategies and have caused us to incur significant losses, and they may do so in the future. These changes in correlation can be exacerbated where other market participants are using risk or trading models with assumptions or algorithms that are similar to ours. In these and other cases, it may be difficult to reduce our risk positions due to the activity of other market participants or widespread market dislocations, including circumstances where asset values are declining significantly or no market exists for certain assets.

To the extent that we have positions through our market-making or origination activities or we make investments directly through our investing activities, including private equity, that do not have an established liquid trading market or are otherwise subject to restrictions on sale or hedging, we may not be able to reduce our positions and therefore reduce our risk associated with such positions. In addition, to the extent permitted by applicable law and regulation, we invest our own capital in private equity, credit, real estate and hedge funds that we manage and limitations on our ability to withdraw some or all of our investments in these funds, whether for legal, reputational or other reasons, may make it more difficult for us to control the risk exposures relating to these investments.

Prudent risk management, as well as regulatory restrictions, may cause us to limit our exposure to counterparties, geographic areas or markets, which may limit our business opportunities and increase the cost of our funding or hedging activities.

For a further discussion of our risk management policies and procedures, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Risk Management and Risk Factors” in Part II, Item 7 of the 2013 Form 10-K.

***Our liquidity, profitability and businesses may be adversely affected by an inability to access the debt capital markets or to sell assets or by a reduction in our credit ratings or by an increase in our credit spreads.***

Liquidity is essential to our businesses. Our liquidity may be impaired by an inability to access secured and/or unsecured debt markets, an inability to access funds from our subsidiaries, an inability to sell assets or redeem our investments, or unforeseen outflows of cash or collateral. This situation may arise due to circumstances that we may be unable to control, such as a general market disruption or an operational problem that affects third parties or us, or even by the perception among market participants that we, or other market participants, are experiencing greater liquidity risk.

The financial instruments that we hold and the contracts to which we are a party are often complex, as we employ structured products to benefit our clients and hedge our own risks, and these complex structured products often do not have readily available markets to access in times of liquidity stress. Our investing and lending activities may lead to situations where the holdings from these activities represent a significant portion of specific markets, which could restrict liquidity for our positions.

Further, our ability to sell assets may be impaired if other market participants are seeking to sell similar assets at the same time, as is likely to occur in a liquidity or other market crisis. In addition, financial institutions with which we interact may exercise set-off rights or the right to require additional collateral, including in difficult market conditions, which could further impair our access to liquidity.

Our credit ratings are important to our liquidity. A reduction in our credit ratings could adversely affect our liquidity and competitive position, increase our borrowing costs, limit our access to the capital markets or trigger our obligations under certain provisions in some of our trading and collateralized financing contracts. Under these provisions, counterparties could be permitted to terminate contracts with Goldman

Sachs or require us to post additional collateral. Termination of our trading and collateralized financing contracts could cause us to sustain losses and impair our liquidity by requiring us to find other sources of financing or to make significant cash payments or securities movements. Certain rating agencies have indicated that the Dodd-Frank Act could result in the rating agencies reducing their assumed level of government support and therefore result in ratings downgrades for certain large financial institutions, including Goldman Sachs. As of December 2013, each of Standard & Poor's Ratings Services and Ratings and Investment Information, Inc. had issued a negative outlook on our long-term credit ratings. As of December 2013, in the event of a one-notch and two-notch downgrade of our credit ratings our counterparties could have called for additional collateral or termination payments related to our net derivative liabilities under bilateral agreements in an aggregate amount of \$911 million and \$2.99 billion, respectively. A downgrade by any one rating agency, depending on the agency's relative ratings of the firm at the time of the downgrade, may have an impact which is comparable to the impact of a downgrade by all rating agencies. For a further discussion of our credit ratings, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity Risk Management — Credit Ratings" in Part II, Item 7 of the 2013 Form 10-K.

Our cost of obtaining long-term unsecured funding is directly related to our credit spreads (the amount in excess of the interest rate of U.S. Treasury securities (or other benchmark securities) of the same maturity that we need to pay to our debt investors). Increases in our credit spreads can significantly increase our cost of this funding. Changes in credit spreads are continuous, market-driven, and subject at times to unpredictable and highly volatile movements. Our credit spreads are also influenced by market perceptions of our creditworthiness. In addition, our credit spreads may be influenced by movements in the costs to purchasers of credit default swaps referenced to our long-term debt. The market for credit default swaps, although very large, has proven to be extremely volatile and at times may lack a high degree of structure or transparency.

***Conflicts of interest are increasing and a failure to appropriately identify and address conflicts of interest could adversely affect our businesses.***

Due to the broad scope of our businesses and our client base, we regularly address potential conflicts of interest, including situations where our services to a particular client or our own investments or other interests conflict, or are perceived to conflict, with the interests of another client, as well as situations where one or more of our businesses have access to material non-public information that may not be shared with other businesses within the firm and situations where we may be a creditor of an entity with which we also have an advisory or other relationship.

In addition, our status as a bank holding company subjects us to heightened regulation and increased regulatory scrutiny by the Federal Reserve Board with respect to transactions between GS Bank USA and entities that are or could be viewed as affiliates of ours.

We have extensive procedures and controls that are designed to identify and address conflicts of interest, including those designed to prevent the improper sharing of information among our businesses. However, appropriately identifying and dealing with conflicts of interest is complex and difficult, and our reputation, which is one of our most important assets, could be damaged and the willingness of clients to enter into transactions with us may be affected if we fail, or appear to fail, to identify, disclose and deal appropriately with conflicts of interest. In addition, potential or perceived conflicts could give rise to litigation or regulatory enforcement actions.

***Group Inc. is a holding company and is dependent for liquidity on payments from its subsidiaries, many of which are subject to restrictions.***

Group Inc. is a holding company and, therefore, depends on dividends, distributions and other payments from its subsidiaries to fund dividend payments and to fund all payments on its obligations, including debt obligations. Many of our subsidiaries, including our broker-dealer and

bank subsidiaries, are subject to laws that restrict dividend payments or authorize regulatory bodies to block or reduce the flow of funds from those subsidiaries to Group Inc. In addition, our broker-dealer and bank subsidiaries are subject to restrictions on their ability to lend or transact with affiliates and to minimum regulatory capital requirements, as well as restrictions on their ability to use funds deposited with them in brokerage or bank accounts to fund their businesses. Additional restrictions on related-party transactions, increased capital and liquidity requirements and additional limitations on the use of funds on deposit in bank or brokerage accounts, as well as lower earnings, can reduce the amount of funds available to meet the obligations of Group Inc., including under the Federal Reserve Board's source of strength policy, and even require Group Inc. to provide additional funding to such subsidiaries. Restrictions or regulatory action of that kind could impede access to funds that Group Inc. needs to make payments on its obligations, including debt obligations, or dividend payments. In addition, Group Inc.'s right to participate in a distribution of assets upon a subsidiary's liquidation or reorganization is subject to the prior claims of the subsidiary's creditors.

As a result of the 2008 financial crisis, there has been a trend towards increased regulation and supervision of our subsidiaries by the governments and regulators in the countries in which those subsidiaries are located or do business. Concerns about protecting clients and creditors of financial institutions that are controlled by persons or entities located outside of the country in which such entities are located or do business have caused or may cause a number of governments and regulators to take additional steps to "ring fence" such entities in order to protect clients and creditors of such entities in the event of financial difficulties involving such entities. The result has been and may continue to be additional limitations on our ability to efficiently move capital and liquidity among our affiliated entities, thereby increasing the overall level of capital and liquidity required by the firm on a consolidated basis.

Furthermore, Group Inc. has guaranteed the payment obligations of certain of its subsidiaries, including GS&Co., GS Bank USA and GSEC subject to certain exceptions, and has pledged significant assets to GS Bank USA to support obligations to GS Bank USA. In addition, Group Inc. guarantees many of the obligations of its other consolidated subsidiaries on a transaction-by-transaction basis, as negotiated with counterparties. These guarantees may require Group Inc. to provide substantial funds or assets to its subsidiaries or their creditors or counterparties at a time when Group Inc. is in need of liquidity to fund its own obligations.

The requirements for Group Inc. and GS Bank USA to develop and submit recovery and resolution plans to regulators, and the incorporation of feedback received from regulators, may require us to increase capital or liquidity levels at particular subsidiaries or otherwise incur additional or duplicative operational or other costs at multiple entities, and may reduce our ability to provide Group Inc. guarantees of the obligations of our subsidiaries or raise debt at Group Inc. Resolution planning may also impair our ability to structure our intercompany and external activities in a manner that we may otherwise deem most operationally efficient. Furthermore, we may incur additional taxes. Any such limitations or requirements would be in addition to the legal and regulatory restrictions discussed above on our ability to engage in capital actions or make intercompany dividends or payments.

See “Business — Regulation” in Part I, Item 1 of the 2013 Form 10-K for a further discussion of regulatory restrictions.

***Our businesses, profitability and liquidity may be adversely affected by deterioration in the credit quality of, or defaults by, third parties who owe us money, securities or other assets or whose securities or obligations we hold.***

We are exposed to the risk that third parties that owe us money, securities or other assets will not perform their obligations. These parties may default on their obligations to us due to bankruptcy, lack of liquidity, operational failure or other reasons. A failure of a significant market participant, or even concerns about a default by such an institution, could lead to significant liquidity problems, losses or defaults by other institutions, which in turn could adversely affect us.

We are also subject to the risk that our rights against third parties may not be enforceable in all circumstances. In addition, deterioration in the credit quality of third parties whose securities or obligations we hold, including a deterioration in the value of collateral posted by third parties to secure their obligations to us under derivatives contracts and loan agreements, could result in losses and/or adversely affect our ability to rehypothecate or otherwise use those securities or obligations for liquidity purposes. A significant downgrade in the credit ratings of our counterparties could also have a negative impact on our results. While in many cases we are permitted to require additional collateral from counterparties that experience financial difficulty, disputes may arise as to the amount of collateral we are entitled to receive and the value of pledged assets. The termination of contracts and the foreclosure on collateral may subject us to claims for the improper exercise of our rights. Default rates, downgrades and disputes with counterparties as to the valuation of collateral increase significantly in times of market stress and illiquidity.

As part of our clearing and prime brokerage activities, we finance our clients' positions, and we could be held responsible for the defaults or misconduct of our clients. Although we regularly review credit exposures to specific clients and counterparties and to specific industries, countries and regions that we believe may present credit concerns, default risk may arise from events or circumstances that are difficult to detect or foresee.



***Concentration of risk increases the potential for significant losses in our market-making, underwriting, investing and lending activities.***

Concentration of risk increases the potential for significant losses in our market-making, underwriting, investing and lending activities. The number and size of such transactions may affect our results of operations in a given period. Moreover, because of concentration of risk, we may suffer losses even when economic and market conditions are generally favorable for our competitors. Disruptions in the credit markets can make it difficult to hedge these credit exposures effectively or economically. In addition, we extend large commitments as part of our credit origination activities. The Dodd-Frank Act will require issuers of asset-backed securities and any person who organizes and initiates an asset-backed securities transaction to retain economic exposure to the asset, which could significantly increase the cost to us of engaging in securitization activities. Our inability to reduce our credit risk by selling, syndicating or securitizing these positions, including during periods of market stress, could negatively affect our results of operations due to a decrease in the fair value of the positions, including due to the insolvency or bankruptcy of the borrower, as well as the loss of revenues associated with selling such securities or loans.

In the ordinary course of business, we may be subject to a concentration of credit risk to a particular counterparty, borrower, issuer, including sovereign issuers, or geographic area or group of related countries, such as the EU, and a failure or downgrade of, or default by, such entity could negatively impact our businesses, perhaps materially, and the systems by which we set limits and monitor the level of our credit exposure to individual entities, industries and countries may not function as we have anticipated. While our activities expose us to many different industries, counterparties and countries, we routinely execute a high volume of transactions with counterparties engaged in financial services activities, including brokers and dealers, commercial banks, clearing houses, exchanges and investment funds. This has resulted in significant credit concentration with respect to these counterparties. Provisions of the Dodd-Frank Act are expected to lead to increased centralization of trading activity through particular clearing houses, central agents or exchanges, which may increase our concentration of risk with respect to these entities.

***The financial services industry is both highly competitive and interrelated.***

The financial services industry and all of our businesses are intensely competitive, and we expect them to remain so. We compete on the basis of a number of factors, including transaction execution, our products and services, innovation, reputation, creditworthiness and price. Over time, there has been substantial consolidation and convergence among companies in the financial services industry. This trend accelerated over recent years as a result of numerous mergers and asset acquisitions among industry participants. This trend has also hastened the globalization of the securities and other financial services markets. As a result, we have had to commit capital to support our international operations and to execute large global transactions. To the extent we expand into new business areas and new geographic regions, we will face competitors with more experience and more established relationships with clients, regulators and industry participants in the relevant market, which could adversely affect our ability to expand. Governments and regulators have recently adopted regulations, imposed taxes or otherwise put forward various proposals that have or may impact our ability to conduct certain of our businesses in a cost-effective manner or at all in certain or all jurisdictions, including proposals relating to restrictions on the type of activities in which financial institutions are permitted to engage. These or other similar rules, many of which do not apply to all our U.S. or non-U.S. competitors, could impact our ability to compete effectively.

Pricing and other competitive pressures in our businesses have continued to increase, particularly in situations where some of our competitors may seek to increase market share by reducing prices. For example, in connection with investment banking and other assignments, we have experienced pressure to extend and price credit at levels that may not always fully compensate us for the risks we take.

The financial services industry is highly interrelated in that a very significant volume of transactions occur among members of that industry. Many transactions are syndicated to other financial institutions and financial institutions are often counterparties in transactions. This has led to claims by other market participants and regulators that such institutions have colluded in order to manipulate markets or market prices, including allegations that antitrust laws have been violated. While we have extensive procedures and controls that are designed to identify and prevent such activities, allegations of such activities, particularly by regulators, can have a very negative reputational impact and, if we are found to have engaged in such activities, subject us to large fines and settlements, and potentially very significant penalties, including treble damages.

***We face enhanced risks as new business initiatives lead us to transact with a broader array of clients and counterparties and expose us to new asset classes and new markets.***

A number of our recent and planned business initiatives and expansions of existing businesses may bring us into contact, directly or indirectly, with individuals and entities that are not within our traditional client and counterparty base and expose us to new asset classes and new markets. For example, we continue to transact business and invest in new regions, including a wide range of emerging and growth markets. Furthermore, in a number of our businesses, including where we make markets, invest and lend, we directly or indirectly own interests in, or otherwise become affiliated with the ownership and operation of public services, such as airports, toll roads and shipping ports, as well as physical commodities, mines, commodity warehouses and other commodities infrastructure components, both within and outside the United States. Deteriorating market conditions may lead to an increase in opportunities to acquire distressed assets and we may determine opportunistically to increase our exposure to these types of assets.

These activities expose us to new and enhanced risks, including risks associated with dealing with governmental entities, reputational concerns arising from dealing with less sophisticated counterparties and investors, greater regulatory scrutiny of these activities, increased credit-related, market, sovereign and operational risks, risks arising from accidents or acts of terrorism, and reputational concerns with the manner in which these assets are being operated or held.

***Derivative transactions and delayed settlements may expose us to unexpected risk and potential losses.***

We are party to a large number of derivative transactions, including credit derivatives. Many of these derivative instruments are individually negotiated and non-standardized, which can make exiting, transferring or settling positions difficult. Many credit derivatives require that we deliver to the counterparty the underlying security, loan or other obligation in order to receive payment. In a number of cases, we do not hold the underlying security, loan or other obligation and may not be able to obtain the underlying security, loan or other obligation. This could cause us to forfeit the payments due to us under these contracts or result in settlement delays with the attendant credit and operational risk as well as increased costs to the firm. Derivative transactions may also involve the risk that documentation has not been properly executed, that executed agreements may not be enforceable against the counterparty, or that obligations under such agreements may not be able to be “netted” against other obligations with such counterparty. In addition, counterparties may claim that such transactions were not appropriate or authorized.

Derivative contracts and other transactions, including secondary bank loan purchases and sales, entered into with third parties are not always confirmed by the counterparties or settled on a timely basis. While the transaction remains unconfirmed or during any delay in settlement, we are subject to heightened credit and operational risk and in the event of a default may find it more difficult to enforce our rights. In addition, as new and more complex derivative products are created, covering a wider array of underlying credit and other instruments, disputes about the terms of the underlying contracts could arise, which could impair our ability to effectively manage our risk exposures from these products and subject us to increased costs. The provisions of the Dodd-Frank Act requiring central clearing of credit derivatives and other OTC derivatives, or a market shift toward standardized derivatives, could reduce the risk associated with such transactions, but under certain circumstances could also limit our ability to develop derivatives that best suit the needs of our clients and to hedge our own risks, and could adversely affect our profitability and increase our credit exposure to such platform.

***Our businesses may be adversely affected if we are unable to hire and retain qualified employees.***

Our performance is largely dependent on the talents and efforts of highly skilled individuals; therefore, our continued ability to compete effectively in our businesses, to manage our businesses effectively and to expand into new businesses and geographic areas depends on our ability to attract new talented and diverse employees and to retain and motivate our existing employees. Factors that affect our ability to attract and retain such employees include our compensation and benefits, and our reputation as a successful business with a culture of fairly hiring, training and promoting qualified employees.

Competition from within the financial services industry and from businesses outside the financial services industry for qualified employees has often been intense. This is particularly the case in emerging and growth markets, where we are often competing for qualified employees with entities that have a significantly greater presence or more extensive experience in the region.

Changes in law or regulation in jurisdictions in which our operations are located that affect taxes on our employees' income, or the amount or composition of compensation, may also adversely affect our ability to hire and retain qualified employees in those jurisdictions.

As described further in "Business — Regulation — Banking Regulation" and "Regulation — Compensation Practices" in Part I, Item 1 of the 2013 Form 10-K, our compensation practices are subject to review by, and the standards of, the Federal Reserve Board. As a large financial and banking institution, we are subject to limitations on compensation practices (which may or may not affect our competitors) by the Federal Reserve Board, the PRA, the FCA, the FDIC or other regulators worldwide. These limitations, including any imposed by or as a result of future legislation or regulation, may require us to alter our compensation practices in ways that could adversely affect our ability to attract and retain talented employees.

***Our businesses and those of our clients are subject to extensive and pervasive regulation around the world.***

As a participant in the financial services industry and a systemically important financial institution, we are subject to extensive regulation in jurisdictions around the world. We face the risk of significant intervention by regulatory and taxing authorities in all jurisdictions in which we conduct our businesses. Among other things, as a result of regulators or private parties challenging our compliance with existing laws and regulations, we could be fined, prohibited from engaging in some of our business activities, subject to limitations or conditions on our business activities or subjected to new or substantially higher taxes or other governmental charges in connection with the conduct of our business or with respect to our employees. In many cases, our activities may be subject to overlapping and divergent regulation in different jurisdictions.

There is also the risk that new laws or regulations or changes in enforcement of existing laws or regulations applicable to our businesses or those of our clients, including capital, liquidity, leverage and margin requirements, restrictions on leveraged lending or other business practices, reporting requirements, tax burdens and compensation restrictions, could be imposed on a limited subset of financial institutions (either based on size, activities, geography or other criteria), which may adversely affect our ability to compete effectively with other institutions that are not affected in the same way. In addition, regulation imposed on financial institutions or market participants generally, such as taxes on financial transactions, could adversely impact levels of market activity more broadly, and thus impact our businesses.

These developments could impact our profitability in the affected jurisdictions, or even make it uneconomic for us to continue to conduct all or certain of our businesses in such jurisdictions, or could cause us to incur significant costs associated with changing our business practices, restructuring our businesses, moving all or certain of our businesses and our employees to other locations or complying with applicable capital requirements, including liquidating assets or raising capital in a manner that adversely increases our funding costs or otherwise adversely affects our shareholders and creditors.

U.S. and non-U.S. regulatory developments, in particular the Dodd-Frank Act and Basel III, have significantly altered the regulatory framework within which we operate and may adversely affect our competitive position and profitability. As discussed further under “Business — Regulation” in Part I, Item 1 of the 2013 Form 10-K, in December 2013, final rules were adopted to implement the provisions of the Dodd-Frank Act referred to as the “Volcker Rule,” which will prohibit proprietary trading and will limit our sponsorship of, and investment in, covered funds. Based on what we know as of the date of this filing, we do not expect the impact of the prohibition on proprietary trading to be material to our financial condition, results of operations or cash flows. However, given that the rule is highly complex, and its full impact will not be known until market practices are fully developed, the implementation of the rule and the related market changes could negatively impact our businesses and expose us to increased liability for inadvertent breaches and reporting failures. Among the other aspects of the Dodd-Frank Act most likely to affect our businesses are: increased capital, liquidity and reporting requirements; increased regulation of and restrictions on OTC derivatives markets and transactions; limitations on incentive compensation; the prohibition on engaging in certain swaps-based activities through an insured depository institution; limitations on affiliate transactions; requirements to reorganize or limit activities in connection with recovery and resolution plans; increased deposit insurance assessments; and increased standards of care for broker-dealers in dealing with clients. The implementation of higher capital requirements, the liquidity coverage ratio and the net stable funding ratio under Basel III may also adversely affect our profitability and competitive position, particularly if the requirements do not apply, or do not apply equally, to our competitors or are not implemented uniformly across jurisdictions.

In addition, the attorneys general of a number of states have filed lawsuits against financial institutions alleging, among other things, that the centralized system of recording mortgages and designating a common entity as the mortgage holder is in violation of state law, and other authorities have brought similar actions or indicated that they are contemplating bringing such actions. If this system and related practices are deemed invalid, it may call into question the validity or enforceability of certain mortgage-related obligations under securitizations and other transactions in which we have participated, negatively impact the market for mortgages and mortgage-related products and our mortgage-related activities, or subject us to additional costs or penalties.

Increasingly, regulators and courts have sought to hold financial institutions liable for the misconduct of their clients where such regulators and courts have determined that the financial institution should have detected that the client was engaged in wrongdoing, even though the financial institution had no direct knowledge of the activities engaged in by its client. Regulators and courts have also increasingly found liability as a “control person” for activities of entities in which financial institutions or funds controlled by financial institutions have an investment, but which they do not actively manage. In addition, regulators and courts continue to seek to establish “fiduciary” obligations to counterparties to which no such duty had been assumed to exist. To the extent that such efforts are successful, the cost of, and liabilities associated with, engaging in brokerage, clearing, market-making, prime brokerage, investing and other similar activities could increase significantly.

For a discussion of the extensive regulation to which our businesses are subject, see “Business — Regulation” in Part I, Item 1 of the 2013 Form 10-K.

***We may be adversely affected by increased governmental and regulatory scrutiny or negative publicity.***

Governmental scrutiny from regulators, legislative bodies and law enforcement agencies with respect to matters relating to compensation, our business practices, our past actions and other matters has increased dramatically in the past several years. The financial crisis and the current political and public sentiment regarding financial institutions has resulted in a significant amount of adverse press coverage, as well as adverse statements or charges by regulators or other government officials. Press coverage and other public statements that assert some form of wrongdoing often result in some type of investigation by regulators, legislators and law enforcement officials or in lawsuits. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceeding, is time-consuming and expensive and can divert the time and effort of our senior management from our business. Penalties and fines sought by regulatory authorities have increased substantially over the last several years, and certain regulators have been more likely in recent years to commence enforcement actions or to advance or support legislation targeted at the financial services industry. Adverse publicity, governmental scrutiny and legal and enforcement proceedings can also have a negative impact on our reputation and on the morale and performance of our employees, which could adversely affect our businesses and results of operations. Certain regulators, including the SEC, have announced policies that make it more likely that they will seek an admission of wrongdoing as part of any settlement of a matter brought by them against a regulated entity or individual, which could lead to increased exposure to civil litigation and could adversely affect our reputation and ability to do business in certain jurisdictions with so-called “bad actor” disqualification laws and could have other negative effects.

***A failure in our operational systems or infrastructure, or those of third parties, could impair our liquidity, disrupt our businesses, result in the disclosure of confidential information, damage our reputation and cause losses.***

Our businesses are highly dependent on our ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex and occur at very high volumes and frequencies, across numerous and diverse markets in many currencies. These transactions, as well as the information technology services we provide to clients, often must adhere to client-specific guidelines, as well as legal and regulatory standards.

As our client base, and our geographical reach expands, and the volume, speed, frequency and complexity of transactions, especially electronic transactions (as well as the requirements to report such transactions on a real-time basis to clients, regulators and exchanges) increases, developing and maintaining our operational systems and infrastructure becomes more challenging, and the risk of systems or human error in connection with such transactions increases. Our financial, accounting, data processing or other operational systems and facilities may fail to operate properly or become disabled as a result of events that are wholly or partially beyond our control, such as a spike in transaction volume, adversely affecting our ability to process these transactions or provide these services. We must continuously update these systems to support our operations and growth and to respond to changes in regulations and markets, and invest heavily in systemic controls and training to ensure that such transactions do not violate applicable rules and regulations or, due to errors in processing such transactions, adversely affect markets, our clients and counterparties or the firm.

Systems enhancements and updates, as well as the requisite training, entail significant costs and create risks associated with implementing new systems and integrating them with existing ones.

In addition, we also face the risk of operational failure, termination or capacity constraints of any of the clearing agents, exchanges, clearing houses or other financial intermediaries we use to facilitate our securities and derivatives transactions, and as our interconnectivity with our clients grows, we increasingly face the risk of operational failure with respect to our clients' systems.

In recent years, there has been significant consolidation among clearing agents, exchanges and clearing houses and an increasing number of derivative transactions are now or in the near future will be cleared on exchanges, which has increased our exposure to operational failure, termination or capacity constraints of the particular financial intermediaries that we use and could affect our ability to find adequate and cost-effective alternatives in the event of any such failure, termination or constraint. Industry consolidation, whether among market participants or financial intermediaries, increases the risk of operational failure as disparate complex systems need to be integrated, often on an accelerated basis.

Furthermore, the interconnectivity of multiple financial institutions with central agents, exchanges and clearing houses, and the increased centrality of these entities, increases the risk that an operational failure at one institution or entity may cause an industry-wide operational failure that could materially impact our ability to conduct business. Any such failure, termination or constraint could adversely affect our ability to effect transactions, service our clients, manage our exposure to risk or expand our businesses or result in financial loss or liability to our clients, impairment of our liquidity, disruption of our businesses, regulatory intervention or reputational damage.

Despite the resiliency plans and facilities we have in place, our ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports our businesses and the communities in which we are located. This may include a disruption involving electrical, satellite, undersea cable or other communications, internet, transportation or other services facilities used by us or third parties with which we conduct business. These disruptions may occur as a result of events that affect only our buildings or systems or those of such third parties, or as a result of events with a broader impact globally, regionally or in the cities where those buildings or systems are located, including, but not limited to, natural disasters, war, civil unrest, economic or political developments, pandemics and weather events.

Nearly all of our employees in our primary locations, including the New York metropolitan area, London, Bangalore, Hong Kong, Tokyo and Salt Lake City, work in close proximity to one another, in one or more buildings. Notwithstanding our efforts to maintain business continuity, given that our headquarters and the largest concentration of our employees are in the New York metropolitan area and our two principal office buildings in the New York area both are located on the waterfront of the Hudson River, depending on the intensity and longevity of the event, a catastrophic event impacting our New York metropolitan area offices, including a terrorist attack, extreme weather event or other hostile or catastrophic event, could very negatively affect our business. If a disruption occurs in one location and our employees in that location are unable to occupy our offices or communicate with or travel to other locations, our ability to service and interact with our clients may suffer, and we may not be able to successfully implement contingency plans that depend on communication or travel.

Our operations rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. We are regularly the target of attempted cyber attacks, including denial-of-service attacks, and must continuously monitor and develop our systems to protect our technology infrastructure and data from misappropriation or corruption. Although we take protective measures and endeavor to modify them as circumstances warrant, our computer systems, software and networks may be vulnerable to unauthorized access, misuse, computer viruses or other malicious code and other events that could have a security impact. If one or more of such events occur, this potentially could jeopardize our or our clients' or counterparties' confidential and other information processed and stored in, and transmitted through, our computer systems and networks, or otherwise cause interruptions or malfunctions in our, our clients', our counterparties' or third parties' operations, which could impact their ability to transact with us or otherwise result in significant losses or reputational damage. The increased use of mobile and cloud technologies can heighten these and other operational risks. We expect to expend significant additional resources on an ongoing basis to modify our protective measures and to investigate and remediate vulnerabilities or other exposures, and we may be subject to litigation and financial losses that are either not insured against or not fully covered through any insurance maintained by us.

We routinely transmit and receive personal, confidential and proprietary information by email and other electronic means. We have discussed and worked with clients, vendors, service providers, counterparties and other third parties to develop secure transmission capabilities and protect against cyber attacks, but we do not have, and may be unable to put in place, secure capabilities with all of our clients, vendors, service providers, counterparties and other third parties and we may not be able to ensure that these third parties have appropriate controls in place to protect the confidentiality of the information. An interception, misuse or mishandling of personal, confidential or proprietary information being sent to or received from a client, vendor, service provider, counterparty or other third party could result in legal liability, regulatory action and reputational harm.

***Substantial legal liability or significant regulatory action against us could have material adverse financial effects or cause us significant reputational harm, which in turn could seriously harm our business prospects.***

We face significant legal risks in our businesses, and the volume of claims and amount of damages and penalties claimed in litigation and regulatory proceedings against financial institutions remain high. See Note 27 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for a discussion of certain legal proceedings in which we are involved and Note 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information regarding certain mortgage-related contingencies. Our experience has been that legal claims by customers and clients increase in a market downturn and that employment-related claims increase following periods in which we have reduced our staff. Additionally, governmental entities are plaintiffs in certain of the legal proceedings in which we are involved, and we may face future actions or claims by the same or other governmental entities. Recently, significant settlements by several large financial institutions with governmental entities have been publicly announced. The trend of large settlements with governmental entities may adversely affect the outcomes for other financial institutions in similar actions, especially where governmental officials have announced that the large settlements will be used as the basis or a template for other settlements.

***The growth of electronic trading and the introduction of new trading technology may adversely affect our business and may increase competition.***

Technology is fundamental to our business and our industry. The growth of electronic trading and the introduction of new technologies is changing our businesses and presenting us with new challenges. Securities, futures and options transactions are increasingly occurring electronically, both on our own systems and through other alternative trading systems, and it appears that the trend toward alternative trading systems will continue and probably accelerate. Some of these alternative trading systems compete with us, particularly our exchange-based market-making activities, and we may experience continued competitive pressures in these and other areas. In addition, the increased use by our clients of low-cost electronic trading systems and direct electronic access to trading markets could cause a reduction in commissions and spreads. As our clients increasingly use our systems to trade directly in the markets, we may incur liabilities as a result of their use of our order routing and execution infrastructure. We have invested significant resources into the development of electronic trading systems and expect to continue to do so, but there is no assurance that the revenues generated by these systems will yield an adequate return on our investment, particularly given the relatively lower commissions arising from electronic trades.

***Our commodities activities, particularly our physical commodities activities, subject us to extensive regulation, potential catastrophic events and environmental, reputational and other risks that may expose us to significant liabilities and costs.***

We engage in, or invest in entities that engage in, the production, storage, transportation, marketing and trading of numerous commodities, including crude oil, oil products, natural gas, electric power, agricultural products, metals (base and precious), minerals (including uranium), emission credits, coal, freight, liquefied natural gas and related products and indices. These activities subject us to extensive and evolving federal, state and local energy, environmental, antitrust and other governmental laws and regulations worldwide, including environmental laws and regulations relating to, among others, air quality, water quality, waste management, transportation of hazardous substances, natural resources, site remediation and health and safety. Additionally, rising climate change concerns may lead to additional regulation that could increase the operating costs and profitability of our investments.

We may incur substantial costs in complying with current or future laws and regulations relating to our commodities-related activities and investments, particularly transportation and storage of physical commodities and wholesale sales and trading of electricity and natural gas. Compliance with these laws and regulations could require us to commit significant capital toward environmental monitoring, renovation of storage facilities or transport vessels, payment of emission fees and carbon or other taxes, and application for, and holding of, permits and licenses.

Our commodities-related activities are also subject to the risk of unforeseen or catastrophic events, many of which are outside of our control, including breakdown or failure of transport vessels, storage facilities or other equipment or processes or other mechanical malfunctions, fires, leaks, spills or release of hazardous substances, performance below expected levels of output or efficiency, terrorist attacks, extreme weather events or other natural disasters or other hostile or catastrophic events. In addition, we rely on third-party suppliers or service providers to perform their contractual obligations and any failure on their part, including the failure to obtain raw materials at reasonable prices or to safely transport or store commodities, could adversely affect our activities. Also, we may not be able to obtain insurance to cover some of these risks and the insurance that we have may be inadequate to cover our losses.

The occurrence of any of such events may prevent us from performing under our agreements with clients, may impair our operations or financial results and may result in litigation, regulatory action, negative publicity or other reputational harm.

We may also be required to divest or discontinue certain of these activities for regulatory or legal reasons. If that occurs, the firm may receive a value that is less than the then carrying value, as the firm may be unable to exit these activities in an orderly transaction.



***In conducting our businesses around the world, we are subject to political, economic, legal, operational and other risks that are inherent in operating in many countries.***

In conducting our businesses and maintaining and supporting our global operations, we are subject to risks of possible nationalization, expropriation, price controls, capital controls, exchange controls and other restrictive governmental actions, as well as the outbreak of hostilities or acts of terrorism. In many countries, the laws and regulations applicable to the securities and financial services industries and many of the transactions in which we are involved are uncertain and evolving, and it may be difficult for us to determine the exact requirements of local laws in every market. Any determination by local regulators that we have not acted in compliance with the application of local laws in a particular market or our failure to develop effective working relationships with local regulators could have a significant and negative effect not only on our businesses in that market but also on our reputation generally. We are also subject to the enhanced risk that transactions we structure might not be legally enforceable in all cases.

Our businesses and operations are increasingly expanding into new regions throughout the world, including emerging and growth markets, and we expect this trend to continue. Various emerging and growth market countries have experienced severe economic and financial disruptions, including significant devaluations of their currencies, defaults or threatened defaults on sovereign debt, capital and currency exchange controls, and low or negative growth rates in their economies, as well as military activity, civil unrest or acts of terrorism. The possible effects of any of these conditions include an adverse impact on our businesses and increased volatility in financial markets generally.

While business and other practices throughout the world differ, our principal legal entities are subject in their operations worldwide to rules and regulations relating to corrupt and illegal payments and money laundering, as well as laws relating to doing business with certain individuals, groups and countries, such as the U.S. Foreign Corrupt Practices Act, the USA PATRIOT Act and U.K. Bribery Act. While we have invested and continue to invest significant resources in training and in compliance monitoring, the geographical diversity of our operations, employees, clients and customers, as well as the vendors and other third parties that we deal with, greatly increases the risk that we may be found in violation of such rules or regulations and any such violation could subject us to significant penalties or adversely affect our reputation.

In addition, there have been a number of highly publicized cases around the world, involving actual or alleged fraud or other misconduct by employees in the financial services industry in recent years, and we run the risk that employee misconduct could occur. This misconduct has included and may include in the future the theft of proprietary information, including proprietary software. It is not always possible to deter or prevent employee misconduct and the precautions we take to prevent and detect this activity have not been and may not be effective in all cases.

***We may incur losses as a result of unforeseen or catastrophic events, including the emergence of a pandemic, terrorist attacks, extreme weather events or other natural disasters.***

The occurrence of unforeseen or catastrophic events, including the emergence of a pandemic or other widespread health emergency (or concerns over the possibility of such an emergency), terrorist attacks, extreme terrestrial or solar weather events or other natural disasters, could create economic and financial disruptions, and could lead to operational difficulties (including travel limitations) that could impair our ability to manage our businesses.

## Item 1B. Unresolved Staff Comments

There are no material unresolved written comments that were received from the SEC staff 180 days or more before the end of our fiscal year relating to our periodic or current reports under the Exchange Act.

## Item 2. Properties

Our principal executive offices are located at 200 West Street, New York, New York and comprise approximately 2.1 million gross square feet. The building is located on a parcel leased from Battery Park City Authority pursuant to a ground lease. Under the lease, Battery Park City Authority holds title to all improvements, including the office building, subject to Goldman Sachs' right of exclusive possession and use until June 2069, the expiration date of the lease. Under the terms of the ground lease, we made a lump sum ground rent payment in June 2007 of \$161 million for rent through the term of the lease.

We have offices at 30 Hudson Street in Jersey City, New Jersey, which we own and which include approximately 1.6 million gross square feet of office space, and we own over 700,000 square feet of additional commercial space spread among four locations in New York and New Jersey.

We have additional offices in the United States and elsewhere in the Americas, which together comprise approximately 2.1 million rentable square feet of leased space.

In Europe, the Middle East and Africa, we have offices that total approximately 1.9 million rentable square feet of leased and owned space. Our European headquarters is located in London at Peterborough Court, pursuant to a lease expiring in 2026. In total, we have offices with approximately 1.4 million rentable square feet in London, relating to various properties.

In Asia (including India), Australia and New Zealand, we have offices with approximately 2.0 million rentable square feet. Our headquarters in this region are in Tokyo, at the Roppongi Hills Mori Tower, and in Hong Kong, at the Cheung Kong Center. In Tokyo, we currently have offices with approximately 390,000 rentable square feet, the majority of which have leases that will expire in 2018. In Hong Kong, we currently have offices with approximately 340,000 rentable square feet, the majority of which have leases that will expire in 2017.

See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Off-Balance-Sheet Arrangements and Contractual Obligations — Contractual Obligations" in Part II, Item 7 of the 2013 Form 10-K for a discussion of exit costs we may incur in the future to the extent we (i) reduce our space capacity or (ii) commit to, or occupy, new properties in the locations in which we operate and, consequently, dispose of existing space that had been held for potential growth.

## Item 3. Legal Proceedings

We are involved in a number of judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of our businesses. Many of these proceedings are in early stages, and many of these cases seek an indeterminate amount of damages. However, we believe, based on currently available information, that the results of such proceedings, in the aggregate, will not have a material adverse effect on our financial condition, but may be material to our operating results for any particular period, depending, in part, upon the operating results for such period. Given the range of litigation and investigations presently under way, our litigation expenses can be expected to remain high. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Use of Estimates" in Part II, Item 7 of the 2013 Form 10-K. See Note 27 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information on certain judicial, regulatory and legal proceedings.

## Item 4. Mine Safety Disclosures

Not applicable.

## **Executive Officers of The Goldman Sachs Group, Inc.**

Set forth below are the name, age, present title, principal occupation and certain biographical information for our executive officers. All of our executive officers have been appointed by and serve at the pleasure of our board of directors.

### **Lloyd C. Blankfein, 59**

Mr. Blankfein has been our Chairman and Chief Executive Officer since June 2006, and a director since April 2003.

### **Alan M. Cohen, 63**

Mr. Cohen has been an Executive Vice President of Goldman Sachs and our Global Head of Compliance since February 2004.

### **Gary D. Cohn, 53**

Mr. Cohn has been our President and Chief Operating Officer (or Co-Chief Operating Officer) and a director since June 2006.

### **Edith W. Cooper, 52**

Ms. Cooper has been an Executive Vice President of Goldman Sachs since April 2011 and our Global Head of Human Capital Management since March 2008. From 2002 to 2008, she served in various positions at the firm, including sales management within the Securities Division.

### **Gregory K. Palm, 65**

Mr. Palm has been an Executive Vice President of Goldman Sachs since May 1999, and our General Counsel and head or co-head of the Legal Department since May 1992.

### **John F.W. Rogers, 57**

Mr. Rogers has been an Executive Vice President of Goldman Sachs since April 2011 and Chief of Staff and Secretary to the Board of Directors of Goldman Sachs since December 2001.

### **Harvey M. Schwartz, 49**

Mr. Schwartz has been an Executive Vice President of Goldman Sachs and our Chief Financial Officer since January 2013. From February 2008 to January 2013, Mr. Schwartz was global co-head of the Securities Division.

### **Mark Schwartz, 59**

Mr. Schwartz has been a Vice Chairman of Goldman Sachs and Chairman of Goldman Sachs Asia Pacific since rejoining the firm in June 2012. From 2006 to June 2012, he was Chairman of MissionPoint Capital Partners, an investment firm he co-founded.

### **Michael S. Sherwood, 48**

Mr. Sherwood has been a Vice Chairman of Goldman Sachs since February 2008 and co-chief executive officer of Goldman Sachs International since 2005. He assumed responsibility for coordinating the firm's business and activities around Growth Markets in November 2013.

### **John S. Weinberg, 57**

Mr. Weinberg has been a Vice Chairman of Goldman Sachs since June 2006. He has been co-head of Goldman Sachs' Investment Banking Division since December 2002.

**PART II****Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

The principal market on which our common stock is traded is the NYSE. Information relating to the high and low sales prices per share of our common stock, as reported by the Consolidated Tape Association, for each full quarterly period during 2011, 2012 and 2013 is set forth under the heading "Supplemental Financial Information — Common Stock Price Range" in Part II, Item 8 of the 2013 Form 10-K. As of February 14, 2014, there were 11,661 holders of record of our common stock.

During 2012 and 2013, a dividend of \$0.35 per common share was declared on January 17, 2012, dividends of \$0.46 per common share were declared on April 16, 2012 and July 16, 2012, dividends of \$0.50 per common share were declared on October 15, 2012, January 15, 2013, April 15, 2013 and July 15, 2013 and a dividend of \$0.55 per common share was declared on October 16, 2013. The holders of our common stock share proportionately on a per share basis in all dividends and other distributions on common stock declared by the Board of Directors of Group Inc. (Board).

The declaration of dividends by Group Inc. is subject to the discretion of our Board. Our Board will take into account such matters as general business conditions, our financial results, capital requirements, contractual, legal and regulatory restrictions on the payment of dividends by us to our shareholders or by our subsidiaries to us, the effect on our debt ratings and such other factors as our Board may deem relevant. See "Business — Regulation" in Part I, Item 1 of the 2013 Form 10-K for a discussion of potential regulatory limitations on our receipt of funds from our regulated subsidiaries and our payment of dividends to shareholders of Group Inc.

The table below sets forth the information with respect to purchases made by or on behalf of Group Inc. or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Exchange Act), of our common stock during the fourth quarter of our year ended December 2013.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>1</sup>	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs <sup>1</sup>
<b>Month #1</b> <b>(October 1, 2013 to October 31, 2013)</b>	<b>2,216,231</b>	<b>\$160.43</b>	<b>2,216,231</b>	<b>63,459,586</b>
<b>Month #2</b> <b>(November 1, 2013 to November 30, 2013)</b>	<b>4,308,122</b>	<b>165.06</b>	<b>4,308,122</b>	<b>59,151,464</b>
<b>Month #3</b> <b>(December 1, 2013 to December 31, 2013)</b>	<b>2,055,968<sup>2</sup></b>	<b>169.63</b>	<b>1,965,511</b>	<b>57,185,953</b>
<b>Total</b>	<b>8,580,321</b>		<b>8,489,864</b>	

1. On March 21, 2000, we announced that our Board had approved a repurchase program, pursuant to which up to 15 million shares of our common stock may be repurchased. This repurchase program was increased by an aggregate of 430 million shares by resolutions of our Board adopted from June 2001 through April 2013. We use our share repurchase program to help maintain the appropriate level of common equity. The repurchase program is effected primarily through regular open-market purchases, the amounts and timing of which are determined primarily by the firm's current and projected capital position, but which may also be influenced by general market conditions and the prevailing price and trading volumes of our common stock. The repurchase program has no set expiration or termination date. Any repurchase of our common stock requires approval by the Federal Reserve Board.

2. Includes 90,457 shares remitted by employees to satisfy minimum statutory withholding taxes on equity-based awards that were delivered to employees during the period.

Information relating to compensation plans under which our equity securities are authorized for issuance is presented in Part III, Item 12 of the 2013 Form 10-K.

**Item 6. Selected Financial Data**

The Selected Financial Data table is set forth under Part II, Item 8 of the 2013 Form 10-K.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

### INDEX

	<b>Page No.</b>
Introduction	44
Executive Overview	45
Business Environment	47
Critical Accounting Policies	49
Recent Accounting Developments	52
Use of Estimates	53
Results of Operations	54
Regulatory Developments	67
Balance Sheet and Funding Sources	69
Equity Capital	76
Off-Balance-Sheet Arrangements and Contractual Obligations	87
Risk Management and Risk Factors	89
Overview and Structure of Risk Management	90
Liquidity Risk Management	95
Market Risk Management	102
Credit Risk Management	109
Operational Risk Management	117
Certain Risk Factors That May Affect Our Businesses	118

## Management's Discussion and Analysis

### Introduction

The Goldman Sachs Group, Inc. (Group Inc.) is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. Founded in 1869, the firm is headquartered in New York and maintains offices in all major financial centers around the world.

We report our activities in four business segments: Investment Banking, Institutional Client Services, Investing & Lending and Investment Management. See "Results of Operations" below for further information about our business segments.

When we use the terms "Goldman Sachs," "the firm," "we," "us" and "our," we mean Group Inc., a Delaware corporation, and its consolidated subsidiaries.

References to "the 2013 Form 10-K" are to our Annual Report on Form 10-K for the year ended December 31, 2013. All references to 2013, 2012 and 2011 refer to our years ended, or the dates, as the context requires, December 31, 2013, December 31, 2012 and December 31, 2011, respectively. Any reference to a future year refers to a year ending on December 31 of that year. Certain reclassifications have been made to previously reported amounts to conform to the current presentation.

In this discussion and analysis of our financial condition and results of operations, we have included information that may constitute "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements are not historical facts, but instead represent only our beliefs regarding future events, many of which, by their nature, are inherently uncertain and outside our control. This information includes statements other than historical information or statements of current condition and may relate to our future plans and objectives and results, among other things, and may also include statements about the effect of changes to the capital and leverage rules applicable to banks and bank holding companies, the impact of the Dodd-Frank Act on our businesses and operations, and various legal proceedings or mortgage-related contingencies as set forth under "Legal Proceedings" and "Certain Mortgage-Related Contingencies" in Notes 27 and 18, respectively, to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K, as well as statements about the results of our Dodd-Frank Act and firm stress tests, statements about the objectives and effectiveness of our risk management and liquidity policies, statements about trends in or growth opportunities for our businesses, statements about our future status, activities or reporting under U.S. or non-U.S. banking and financial regulation, and statements about our investment banking transaction backlog. By identifying these statements for you in this manner, we are alerting you to the possibility that our actual results and financial condition may differ, possibly materially, from the anticipated results and financial condition indicated in these forward-looking statements. Important factors that could cause our actual results and financial condition to differ from those indicated in these forward-looking statements include, among others, those discussed below under "Certain Risk Factors That May Affect Our Businesses" as well as "Risk Factors" in Part I, Item 1A of the 2013 Form 10-K and "Cautionary Statement Pursuant to the U.S. Private Securities Litigation Reform Act of 1995" in Part I, Item 1 of the 2013 Form 10-K.

## **Executive Overview**

The firm generated net earnings of \$8.04 billion for 2013, compared with \$7.48 billion for 2012 and \$4.44 billion for 2011. Our diluted earnings per common share were \$15.46 for 2013, compared with \$14.13 for 2012 and \$4.51 for 2011. Return on average common shareholders' equity (ROE)<sup>1</sup> was 11.0% for 2013, compared with 10.7% for 2012 and 3.7% for 2011.

Book value per common share increased approximately 5% to \$152.48 and tangible book value per common share<sup>2</sup> increased approximately 7% to \$143.11 compared with the end of 2012.<sup>3</sup> During the year, the firm repurchased 39.3 million shares of its common stock for a total cost of \$6.17 billion, while maintaining strong capital levels. Our Tier 1 capital ratio was 16.7% and our Tier 1 common ratio<sup>4</sup> was 14.6% as of December 2013 (in each case under Basel I and also reflecting the revised market risk regulatory capital requirements which became effective on January 1, 2013).

The firm generated net revenues of \$34.21 billion for 2013. These results reflected significantly higher net revenues in Investment Banking, as well as higher net revenues in Investing & Lending and Investment Management compared with 2012. These increases were offset by lower net revenues in Institutional Client Services compared with 2012.

An overview of net revenues for each of our business segments is provided below.

### **Investment Banking**

Net revenues in Investment Banking increased significantly compared with 2012, reflecting significantly higher net revenues in Underwriting, due to strong net revenues in both equity and debt underwriting. Net revenues in equity underwriting were significantly higher compared with 2012, reflecting an increase in client activity, particularly in initial public offerings. Net revenues in debt underwriting were significantly higher compared with 2012, principally due to leveraged finance activity. Net revenues in Financial Advisory were essentially unchanged compared with 2012.

### **Institutional Client Services**

Net revenues in Institutional Client Services decreased compared with 2012, reflecting lower net revenues in both Fixed Income, Currency and Commodities Client Execution and Equities.

The decrease in Fixed Income, Currency and Commodities Client Execution compared with 2012 reflected significantly lower net revenues in interest rate products compared with a solid 2012, and significantly lower net revenues in mortgages compared with a strong 2012. In addition, net revenues in currencies were slightly lower, while net revenues in credit products and commodities were essentially unchanged compared with 2012. Fixed Income, Currency and Commodities Client Execution operated in a generally challenging environment during much of 2013, as macroeconomic concerns and uncertainty led to challenging market-making conditions and generally lower levels of activity.

1. See "Results of Operations — Financial Overview" below for further information about our calculation of ROE.

2. Tangible book value per common share is a non-GAAP measure and may not be comparable to similar non-GAAP measures used by other companies. See "Equity Capital — Other Capital Metrics" below for further information about our calculation of tangible book value per common share.

3. In October 2013, Berkshire Hathaway Inc. and certain of its subsidiaries (collectively, Berkshire Hathaway) exercised in full the warrant to purchase shares of the firm's common stock, which required net share settlement and resulted in a reduction of approximately 3% to both book value per common share and tangible book value per common share. See "Equity Capital — Equity Capital Management" below for further information about the Berkshire Hathaway warrant.

4. Tier 1 common ratio is a non-GAAP measure and may not be comparable to similar non-GAAP measures used by other companies. See "Equity Capital — Consolidated Regulatory Capital Ratios" below for further information about our Tier 1 common ratio.

## Management's Discussion and Analysis

The decrease in Equities compared with 2012 was due to the sale of our Americas reinsurance business <sup>1</sup> in 2013 and the sale of our hedge fund administration business in 2012. Net revenues in equities client execution (excluding net revenues from our Americas reinsurance business) were higher compared with 2012, including significantly higher net revenues in cash products, partially offset by significantly lower net revenues in derivatives. Commissions and fees were slightly higher compared with 2012. Securities services net revenues were significantly lower compared with 2012, primarily due to the sale of our hedge fund administration business in 2012 (2012 included a gain on sale of \$494 million). During 2013, Equities operated in an environment characterized by a significant increase in global equity prices, particularly in Japan and the U.S., and generally lower volatility levels.

The net loss attributable to the impact of changes in our own credit spreads on borrowings for which the fair value option was elected was \$296 million (\$220 million and \$76 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2013, compared with a net loss of \$714 million (\$433 million and \$281 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2012.

### Investing & Lending

Net revenues in Investing & Lending increased compared with 2012, reflecting a significant increase in net gains from investments in equity securities, driven by company-specific events and stronger corporate performance, as well as significantly higher global equity prices. In addition, net gains and net interest income from debt securities and loans were slightly higher, while other net revenues, related to our consolidated investments, were lower compared with 2012.

### Investment Management

Net revenues in Investment Management increased compared with 2012, reflecting higher management and other fees, primarily due to higher average assets under supervision. During the year, total assets under supervision increased \$77 billion to \$1.04 trillion. Long-term assets under supervision increased \$81 billion, including net inflows of \$41 billion <sup>2</sup>, reflecting inflows in fixed income and equity assets, partially offset by outflows in alternative investment assets. Net market appreciation of \$40 billion during the year was primarily in equity assets. Liquidity products decreased \$4 billion.

Our businesses, by their nature, do not produce predictable earnings. Our results in any given period can be materially affected by conditions in global financial markets, economic conditions generally and other factors. For a further discussion of the factors that may affect our future operating results, see "Certain Risk Factors That May Affect Our Businesses" below, as well as "Risk Factors" in Part I, Item 1A of the 2013 Form 10-K.

1. In April 2013, we completed the sale of a majority stake in our Americas reinsurance business and no longer consolidate this business. Net revenues related to the Americas reinsurance business were \$317 million for 2013 and \$1.08 billion for 2012. See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about this sale.

2. Fixed income flows for 2013 include \$10 billion in assets managed by the firm related to our Americas reinsurance business, in which a majority stake was sold in April 2013, that were previously excluded from assets under supervision as they were assets of a consolidated subsidiary.



## **Business Environment**

Real gross domestic product (GDP), although generally rising, appeared to remain subdued in most major economies. Market sentiment improved in advanced economies, supported by better private sector growth prospects in the United States and signs of a turnaround in the Euro area, while monetary policy generally remained accommodative. Improvements in the U.S. economy reflected favorable developments in unemployment and housing, even though a reduction in fiscal spending weighed on growth. These improvements resulted in tighter credit spreads, significantly higher global equity prices and generally lower levels of volatility. However, signals during the year from the U.S. Federal Reserve that it would begin tapering its asset purchase program contributed to a rise in U.S. interest rates and a more challenging environment, particularly for emerging markets. In addition, continued political uncertainty, particularly the political debate in the United States surrounding the government shutdown and a potential breach of the debt ceiling, generally resulted in heightened risk aversion. These concerns also weighed on investment banking activity as industry-wide mergers and acquisitions activity declined compared with 2012. Industry-wide equity underwriting activity improved and industry-wide debt underwriting activity remained solid. For a further discussion of how market conditions may affect our businesses, see "Certain Risk Factors That May Affect Our Businesses" below as well as "Risk Factors" in Part I, Item 1A of the 2013 Form 10-K.

### **Global**

During 2013, real GDP growth appeared to decline in many advanced economies and emerging markets. In advanced economies, the slowdown primarily reflected a decline in fixed investment growth in the United States and continued weakness in the Euro area. In emerging markets, growth in domestic demand decreased and current account balances worsened. Unemployment levels declined in some economies compared with 2012, including the United States, but increased in others, particularly in the Euro area.

The rate of unemployment continued to remain elevated in many advanced economies. During 2013, the U.S. Federal Reserve, the Bank of England and the Bank of Japan each left policy interest rates unchanged, while the European Central Bank reduced its policy interest rate. In December 2013, the U.S. Federal Reserve announced that it would begin to scale back its asset purchase program by \$10 billion to \$75 billion per month. The U.S. dollar weakened against both the Euro and the British pound, while it strengthened significantly against the Japanese yen.

### **United States**

In the United States, real GDP increased by 1.9% in 2013, compared with an increase of 2.8% in 2012. Growth decelerated on the back of a significant contraction in federal government spending as a result of sequestration, as well as a slowdown in fixed investment. House prices, house sales and housing starts increased, although the rise in U.S. bond yields drove mortgage interest rates higher. Industrial production expanded in 2013, but at a slower pace than in the previous year. Although political uncertainty around the federal government shutdown led to some temporary deterioration, business and consumer confidence generally improved during the year, primarily reflecting continued improvement in the private sector. Measures of inflation were lower compared with 2012. The unemployment rate declined during 2013, but remained elevated. The U.S. Federal Reserve maintained its federal funds rate at a target range of zero to 0.25% during the year and announced in December 2013 a reduction in its monthly program to purchase U.S. Treasury securities and mortgage-backed securities. In addition, the U.S. Federal Reserve affirmed its commitment to keep short-term interest rates exceptionally low for some time, even after the unemployment rate falls to 6.5% or inflation rises materially. The yield on the 10-year U.S. Treasury note rose by 126 basis points during 2013 to 3.04%. In equity markets, the NASDAQ Composite Index, the S&P 500 Index and the Dow Jones Industrial Average increased by 38%, 30% and 26%, respectively, during 2013.

**Management's Discussion and Analysis****Europe**

In the Euro area, real GDP declined by 0.4% in 2013, compared with a decrease of 0.6% in 2012. The contraction was principally due to continued weakness in domestic demand, primarily reflecting further declines in fixed investment and consumer spending. Business and consumer confidence remained at low levels and measures of core inflation decelerated further during the year. The unemployment rate remained elevated, particularly in Italy and Spain. Political uncertainty in Italy and the debt crisis in Cyprus temporarily increased market volatility earlier in the year, while private sector lending conditions remained very tight in periphery countries. To address these issues, the European Central Bank decreased its main refinancing operations rate by 50 basis points to 0.25%, and adopted forward guidance for the future path of interest rates as a new part of its monetary policy tools. The Euro appreciated by 5% against the U.S. dollar. In the United Kingdom, real GDP increased by 1.8% in 2013, compared with an increase of 0.3% in 2012. The Bank of England maintained its official bank rate at 0.50% and also introduced forward guidance for the future path of interest rates, contingent on the evolution of employment and inflation. The British pound appreciated by 2% against the U.S. dollar. Long-term government bond yields generally increased during the year, except in the periphery countries where yields fell. In equity markets, the DAX Index, the CAC 40 Index, the Euro Stoxx 50 Index and the FTSE 100 Index increased by 25%, 18%, 18% and 14%, respectively, during 2013.

**Asia**

In Japan, real GDP increased by 1.6% in 2013, compared with an increase of 1.4% in 2012. Growth was supported by significant increases in private housing investment and in public fixed investment. However, the trade balance continued to deteriorate during 2013. Measures of inflation turned positive during the year, but remain far from the Bank of Japan's newly adopted 2% inflation target. In addition, the Bank of Japan, under new leadership, introduced a new program of quantitative and qualitative monetary easing, which included a significant increase in the size and mandate of its asset purchases, as well as a commitment to a more targeted communication strategy.

The Bank of Japan also changed its main operating target for money market operations from the uncollateralized overnight call rate to the monetary base, which is set to increase annually by approximately 60-70 trillion yen. The yield on 10-year Japanese government bonds fell by 5 basis points during the year to 0.74%. The Japanese yen depreciated by 21% against the U.S. dollar and, in equity markets, the Nikkei 225 Index increased by 57%. In China, real GDP increased by 7.7% in 2013, broadly in line with the increase in the previous year, although impacted by less supportive monetary policies and tightening financial conditions. Measures of inflation remained moderate and The People's Bank of China kept the reserve requirement ratio unchanged. The Chinese yuan appreciated by 3% against the U.S. dollar and, in equity markets, the Shanghai Composite Index fell by 7%. In India, real GDP increased by an estimated 4.7% in 2013, compared with an increase of 5.1% in 2012. Growth decelerated, primarily reflecting a further softening in domestic demand growth and only slight improvements in the current account balance. The rate of wholesale inflation declined compared with 2012. The Indian rupee depreciated by 12% against the U.S. dollar, while, in equity markets, the BSE Sensex Index increased by 9%. Equity markets in Hong Kong and South Korea were slightly higher, as the Hang Seng Index increased by 3% and the KOSPI Composite Index increased by 1% during 2013.

**Other Markets**

In Brazil, real GDP increased by an estimated 2.2% in 2013, compared with an increase of 1.0% in 2012. Growth accelerated on the back of increasing domestic demand and fixed investment. The Brazilian real depreciated by 15% against the U.S. dollar and, in equity markets, the Bovespa Index decreased by 15% during 2013. In Russia, real GDP increased by 1.3% in 2013, compared with an increase of 3.4% in 2012. This slowdown primarily reflected a decline in domestic demand growth and a contraction in investment growth, particularly during the middle of the year. The Russian ruble depreciated by 8% against the U.S. dollar, while, in equity markets, the MICEX Index increased by 2% during 2013.

## **Critical Accounting Policies**

### **Fair Value**

**Fair Value Hierarchy.** Financial instruments owned, at fair value and Financial instruments sold, but not yet purchased, at fair value (i.e., inventory), as well as certain other financial assets and financial liabilities, are reflected in our consolidated statements of financial condition at fair value (i.e., marked-to-market), with related gains or losses generally recognized in our consolidated statements of earnings. The use of fair value to measure financial instruments is fundamental to our risk management practices and is our most critical accounting policy.

The fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We measure certain financial assets and financial liabilities as a portfolio (i.e., based on its net exposure to market and/or credit risks). In determining fair value, the hierarchy under U.S. generally accepted accounting principles (U.S. GAAP) gives (i) the highest priority to unadjusted quoted prices in active markets for identical, unrestricted assets or liabilities (level 1 inputs), (ii) the next priority to inputs other than level 1 inputs that are observable, either directly or indirectly (level 2 inputs), and (iii) the lowest priority to inputs that cannot be observed in market activity (level 3 inputs). Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to their fair value measurement.

The fair values for substantially all of our financial assets and financial liabilities are based on observable prices and inputs and are classified in levels 1 and 2 of the fair value hierarchy. Certain level 2 and level 3 financial assets and financial liabilities may require appropriate valuation adjustments that a market participant would require to arrive at fair value for factors such as counterparty and the firm's credit quality, funding risk, transfer restrictions, liquidity and bid/offer spreads. Valuation adjustments are generally based on market evidence.

Instruments categorized within level 3 of the fair value hierarchy are those which require one or more significant inputs that are not observable. As of December 2013 and December 2012, level 3 assets represented 4.4% and 5.0%, respectively, of our total assets. Absent evidence to the contrary, instruments classified within level 3 of the fair value hierarchy are initially valued at transaction price, which is considered to be the best initial estimate of fair value. Subsequent to the transaction date, we use other methodologies to determine fair value, which vary based on the type of instrument. Estimating the fair value of level 3 financial instruments requires judgments to be made. These judgments include:

- determining the appropriate valuation methodology and/or model for each type of level 3 financial instrument;
- determining model inputs based on an evaluation of all relevant empirical market data, including prices evidenced by market transactions, interest rates, credit spreads, volatilities and correlations; and
- determining appropriate valuation adjustments, including those related to illiquidity or counterparty credit quality.

Regardless of the methodology, valuation inputs and assumptions are only changed when corroborated by substantive evidence.

### **Controls Over Valuation of Financial Instruments.**

Market makers and investment professionals in our revenue-producing units are responsible for pricing our financial instruments. Our control infrastructure is independent of the revenue-producing units and is fundamental to ensuring that all of our financial instruments are appropriately valued at market-clearing levels. In the event that there is a difference of opinion in situations where estimating the fair value of financial instruments requires judgment (e.g., calibration to market comparables or trade comparison, as described below), the final valuation decision is made by senior managers in control and support functions that are independent of the revenue-producing units. This independent price verification is critical to ensuring that our financial instruments are properly valued.

## Management's Discussion and Analysis

**Price Verification.** All financial instruments at fair value in levels 1, 2 and 3 of the fair value hierarchy are subject to our independent price verification process. The objective of price verification is to have an informed and independent opinion with regard to the valuation of financial instruments under review. Instruments that have one or more significant inputs which cannot be corroborated by external market data are classified within level 3 of the fair value hierarchy. Price verification strategies utilized by our independent control and support functions include:

- **Trade Comparison.** Analysis of trade data (both internal and external where available) is used to determine the most relevant pricing inputs and valuations.
- **External Price Comparison.** Valuations and prices are compared to pricing data obtained from third parties (e.g., broker or dealers, MarkIt, Bloomberg, IDC, TRACE). Data obtained from various sources is compared to ensure consistency and validity. When broker or dealer quotations or third-party pricing vendors are used for valuation or price verification, greater priority is generally given to executable quotations.
- **Calibration to Market Comparables.** Market-based transactions are used to corroborate the valuation of positions with similar characteristics, risks and components.
- **Relative Value Analyses.** Market-based transactions are analyzed to determine the similarity, measured in terms of risk, liquidity and return, of one instrument relative to another or, for a given instrument, of one maturity relative to another.
- **Collateral Analyses.** Margin calls on derivatives are analyzed to determine implied values which are used to corroborate our valuations.
- **Execution of Trades.** Where appropriate, trading desks are instructed to execute trades in order to provide evidence of market-clearing levels.
- **Backtesting.** Valuations are corroborated by comparison to values realized upon sales.

See Notes 5 through 8 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about fair value measurements.

**Review of Net Revenues.** Independent control and support functions ensure adherence to our pricing policy through a combination of daily procedures, including the explanation and attribution of net revenues based on the underlying factors. Through this process we independently validate net revenues, identify and resolve potential fair value or trade booking issues on a timely basis and seek to ensure that risks are being properly categorized and quantified.

**Review of Valuation Models.** The firm's independent model validation group, consisting of quantitative professionals who are separate from model developers, performs an independent model approval process. This process incorporates a review of a diverse set of model and trade parameters across a broad range of values (including extreme and/or improbable conditions) in order to critically evaluate:

- the model's suitability for valuation and risk management of a particular instrument type;
- the model's accuracy in reflecting the characteristics of the related product and its significant risks;
- the suitability of the calculation techniques incorporated in the model;
- the model's consistency with models for similar products; and
- the model's sensitivity to input parameters and assumptions.

New or changed models are reviewed and approved prior to being put into use. Models are evaluated and re-approved annually to assess the impact of any changes in the product or market and any market developments in pricing theories.

**Level 3 Financial Assets at Fair Value.** The table below presents financial assets measured at fair value and the amount of such assets that are classified within level 3 of the fair value hierarchy.

Total level 3 financial assets were \$40.01 billion and \$47.10 billion as of December 2013 and December 2012, respectively.

See Notes 5 through 8 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about changes in level 3 financial assets and fair value measurements.

<i>in millions</i>	As of December 2013		As of December 2012	
	Total at Fair Value	Level 3 Total	Total at Fair Value	Level 3 Total
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$ 8,608	\$ —	\$ 6,057	\$ —
U.S. government and federal agency obligations	71,072	—	93,241	—
Non-U.S. government and agency obligations	40,944	40	62,250	26
Mortgage and other asset-backed loans and securities:				
Loans and securities backed by commercial real estate	6,596	2,692	9,805	3,389
Loans and securities backed by residential real estate	9,025	1,961	8,216	1,619
Bank loans and bridge loans	17,400	9,324	22,407	11,235
Corporate debt securities	17,412	2,873	20,981	2,821
State and municipal obligations	1,476	257	2,477	619
Other debt obligations	3,129	807	2,251	1,185
Equities and convertible debentures	101,024	14,685	96,454	14,855
Commodities	4,556	—	11,696	—
Total cash instruments	281,242	32,639	335,835	35,749
Derivatives	57,879	7,076	71,176	9,920
Financial instruments owned, at fair value	339,121	39,715	407,011	45,669
Securities segregated for regulatory and other purposes	31,937	—	30,484	—
Securities purchased under agreements to resell	161,297	63	141,331	278
Securities borrowed	60,384	—	38,395	—
Receivables from customers and counterparties	7,416	235	7,866	641
Other assets <sup>1</sup>	18	—	13,426	507
<b>Total</b>	<b>\$600,173</b>	<b>\$40,013</b>	<b>\$638,513</b>	<b>\$47,095</b>

1. December 2012 consists of assets classified as held for sale related to our Americas reinsurance business, in which a majority stake was sold in April 2013, primarily consisting of securities accounted for as available-for-sale and insurance separate account assets. See Notes 3 and 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about the sale of our Americas reinsurance business.

## Management's Discussion and Analysis

**Goodwill.** Goodwill is the cost of acquired companies in excess of the fair value of net assets, including identifiable intangible assets, at the acquisition date. Goodwill is assessed annually in the fourth quarter for impairment, or more frequently if events occur or circumstances change that indicate an impairment may exist, by first assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the results of the qualitative assessment are not conclusive, a quantitative goodwill test would be performed by comparing the estimated fair value of each reporting unit with its estimated net book value.

During the fourth quarter of 2013, we assessed goodwill for impairment. The qualitative assessment required management to make judgments and to evaluate several factors, which included, but were not limited to, macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, entity-specific events, events affecting reporting units and sustained changes in our stock price. Based on our evaluation of these factors, we determined that it was more likely than not that the fair value of each of the reporting units exceeded its respective carrying amount, and therefore, we determined that goodwill was not impaired and that a quantitative goodwill impairment test was not required.

If we experience a prolonged period of weakness in the business environment or financial markets, our goodwill could be impaired in the future. In addition, significant changes to critical inputs of the goodwill impairment test (e.g., cost of equity) could cause the estimated fair value of our reporting units to decline, which could result in an impairment of goodwill in the future.

See Note 13 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our goodwill.

**Identifiable Intangible Assets.** We amortize our identifiable intangible assets over their estimated lives or based on economic usage for certain commodities-related intangibles. Identifiable intangible assets are tested for impairment whenever events or changes in circumstances suggest that an asset's or asset group's carrying value may not be fully recoverable. See Note 13 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for the carrying value and estimated remaining lives of our identifiable intangible assets by major asset class.

A prolonged period of market weakness or significant changes in regulation could adversely impact our businesses and impair the value of our identifiable intangible assets. In addition, certain events could indicate a potential impairment of our identifiable intangible assets, including weaker business performance resulting in a decrease in our customer base and decreases in revenues from commodities-related customer contracts and relationships. Management judgment is required to evaluate whether indications of potential impairment have occurred, and to test intangibles for impairment if required.

An impairment loss, generally calculated as the difference between the estimated fair value and the carrying value of an asset or asset group, is recognized if the total of the estimated undiscounted cash flows relating to the asset or asset group is less than the corresponding carrying value.

See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for impairments of our identifiable intangible assets.

### Recent Accounting Developments

See Note 3 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information about Recent Accounting Developments.

## **Use of Estimates**

The use of generally accepted accounting principles requires management to make certain estimates and assumptions. In addition to the estimates we make in connection with fair value measurements, and the accounting for goodwill and identifiable intangible assets, the use of estimates and assumptions is also important in determining provisions for losses that may arise from litigation, regulatory proceedings and tax audits.

We estimate and provide for potential losses that may arise out of litigation and regulatory proceedings to the extent that such losses are probable and can be reasonably estimated. In addition, we estimate the upper end of the range of reasonably possible aggregate loss in excess of the related reserves for litigation proceedings where the firm believes the risk of loss is more than slight. See Notes 18 and 27 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information on certain judicial, regulatory and legal proceedings.

Significant judgment is required in making these estimates and our final liabilities may ultimately be materially different. Our total estimated liability in respect of litigation and regulatory proceedings is determined on a case-by-case basis and represents an estimate of probable losses after considering, among other factors, the progress of each case or proceeding, our experience and the experience of others in similar cases or proceedings, and the opinions and views of legal counsel.

In accounting for income taxes, we estimate and provide for potential liabilities that may arise out of tax audits to the extent that uncertain tax positions fail to meet the recognition standard under FASB Accounting Standards Codification 740. See Note 24 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about accounting for income taxes.

## Results of Operations

The composition of our net revenues has varied over time as financial markets and the scope of our operations have changed. The composition of net revenues can also vary over the shorter term due to fluctuations in U.S. and global economic and market conditions. See "Certain Risk Factors That May Affect Our Businesses" below and "Risk

Factors" in Part I, Item 1A of the 2013 Form 10-K for a further discussion of the impact of economic and market conditions on our results of operations.

### Financial Overview

The table below presents an overview of our financial results.

	Year Ended December		
	2013	2012	2011
<i>\$ in millions, except per share amounts</i>			
Net revenues	<b>\$34,206</b>	\$34,163	\$28,811
Pre-tax earnings	<b>11,737</b>	11,207	6,169
Net earnings	<b>8,040</b>	7,475	4,442
Net earnings applicable to common shareholders	<b>7,726</b>	7,292	2,510
Diluted earnings per common share	<b>15.46</b>	14.13	4.51 <sup>2</sup>
Return on average common shareholders' equity <sup>1</sup>	<b>11.0%</b>	10.7%	3.7% <sup>2</sup>

1. ROE is computed by dividing net earnings applicable to common shareholders by average monthly common shareholders' equity. The table below presents our average common shareholders' equity.

<i>in millions</i>	Average for the Year Ended December		
	2013	2012	2011
Total shareholders' equity	<b>\$77,353</b>	\$72,530	\$72,708
Preferred stock	<b>(6,892)</b>	(4,392)	(3,990)
<b>Common shareholders' equity</b>	<b>\$70,461</b>	\$68,138	\$68,718

2. Excluding the impact of the preferred dividend of \$1.64 billion in the first quarter of 2011 (calculated as the difference between the carrying value and the redemption value of the preferred stock), related to the redemption of our 10% Cumulative Perpetual Preferred Stock, Series G (Series G Preferred Stock) held by Berkshire Hathaway, diluted earnings per common share were \$7.46 and ROE was 5.9% for 2011. We believe that presenting our results for 2011 excluding this dividend is meaningful, as it increases the comparability of period-to-period results. Diluted earnings per common share and ROE excluding this dividend are non-GAAP measures and may not be comparable to similar non-GAAP measures used by other companies. The tables below present the calculation of net earnings applicable to common shareholders, diluted earnings per common share and average common shareholders' equity excluding the impact of this dividend.

<i>in millions, except per share amount</i>	Year Ended December 2011
Net earnings applicable to common shareholders	\$ 2,510
Impact of the Series G Preferred Stock dividend	1,643
Net earnings applicable to common shareholders, excluding the impact of the Series G Preferred Stock dividend	4,153
Divided by: average diluted common shares outstanding	556.9
Diluted earnings per common share, excluding the impact of the Series G Preferred Stock dividend	\$ 7.46

<i>in millions</i>	Average for the Year Ended December 2011
Total shareholders' equity	\$72,708
Preferred stock	(3,990)
Common shareholders' equity	68,718
Impact of the Series G Preferred Stock dividend	1,264
Common shareholders' equity, excluding the impact of the Series G Preferred Stock dividend	\$69,982



## Management's Discussion and Analysis

### Net Revenues

**2013 versus 2012.** Net revenues on the consolidated statements of earnings were \$34.21 billion for 2013, essentially unchanged compared with 2012. 2013 included significantly higher investment banking revenues, as well as higher other principal transactions revenues and investment management revenues. In addition, commissions and fees were slightly higher compared with 2012. These increases were offset by lower market-making revenues and lower net interest income compared with 2012.

**2012 versus 2011.** Net revenues on the consolidated statements of earnings were \$34.16 billion for 2012, 19% higher than 2011, reflecting significantly higher other principal transactions revenues, as well as higher market-making revenues, investment banking revenues and investment management revenues compared with 2011. These increases were partially offset by significantly lower net interest income and lower commissions and fees compared with 2011.

### Non-interest Revenues

#### Investment banking

During 2013, investment banking revenues reflected an operating environment generally characterized by improved industry-wide equity underwriting activity, particularly in initial public offerings, as global equity prices significantly increased during the year. In addition, industry-wide debt underwriting activity remained solid, and included significantly higher leveraged finance activity, as interest rates remained low. However, ongoing macroeconomic concerns continued to weigh on investment banking activity as industry-wide mergers and acquisitions activity declined compared with 2012. If macroeconomic concerns continue and result in lower levels of client activity, investment banking revenues would likely be negatively impacted.

**2013 versus 2012.** Investment banking revenues on the consolidated statements of earnings were \$6.00 billion for 2013, 22% higher than 2012, reflecting significantly higher revenues in underwriting, due to strong revenues in both equity and debt underwriting. Revenues in equity underwriting were significantly higher compared with 2012, reflecting an increase in client activity, particularly in initial public offerings. Revenues in debt underwriting were significantly higher compared with 2012, principally due to leveraged finance activity. Revenues in financial advisory were essentially unchanged compared with 2012.

**2012 versus 2011.** Investment banking revenues on the consolidated statements of earnings were \$4.94 billion for 2012, 13% higher than 2011, reflecting significantly higher revenues in underwriting, due to strong revenues in debt underwriting. Revenues in debt underwriting were significantly higher compared with 2011, primarily reflecting higher revenues from investment-grade and leveraged finance activity. Revenues in equity underwriting were lower compared with 2011, primarily reflecting a decline in industry-wide initial public offerings. Revenues in financial advisory were essentially unchanged compared with 2011.

#### Investment management

During 2013, investment management revenues reflected an operating environment generally characterized by improved asset prices, particularly in equities, resulting in appreciation in the value of client assets. In addition, the mix of average assets under supervision shifted slightly compared with 2012 from liquidity products to long-term assets under supervision, primarily due to growth in equity and fixed income assets. In the future, if asset prices were to decline, or investors favor asset classes that typically generate lower fees or investors withdraw their assets, investment management revenues would likely be negatively impacted. In addition, continued concerns about the global economic outlook could result in downward pressure on assets under supervision.

**2013 versus 2012.** Investment management revenues on the consolidated statements of earnings were \$5.19 billion for 2013, 5% higher than 2012, reflecting higher management and other fees, primarily due to higher average assets under supervision.

**2012 versus 2011.** Investment management revenues on the consolidated statements of earnings were \$4.97 billion for 2012, 6% higher than 2011, due to significantly higher incentive fees, partially offset by slightly lower management and other fees.

#### Commissions and fees

During 2013, commissions and fees reflected an environment characterized by higher average daily volumes in listed cash equities in Asia and Europe and lower average daily volumes in listed cash equities in the United States, and generally lower volatility levels compared with 2012. If market volumes were to decline, commissions and fees would likely be negatively impacted.

**2013 versus 2012.** Commissions and fees on the consolidated statements of earnings were \$3.26 billion for 2013, slightly higher than 2012, primarily reflecting higher commissions and fees in Asia and Europe. During 2013, our average daily volumes were higher in Asia and Europe and lower in the United States compared with 2012, consistent with listed cash equity market volumes.

**Management's Discussion and Analysis**

**2012 versus 2011.** Commissions and fees on the consolidated statements of earnings were \$3.16 billion for 2012, 16% lower than 2011, reflecting lower commissions and fees in the United States, Europe and Asia. Our average daily volumes during 2012 were lower in each of these regions compared with 2011, consistent with listed cash equity market volumes.

**Market making**

“Market making” is comprised of revenues (excluding net interest) from client execution activities related to making markets in interest rate products, credit products, mortgages, currencies, commodities and equity products. Market-making activities are included in our Institutional Client Services segment.

During 2013, market-making revenues reflected a challenging operating environment that required continual reassessment of the outlook for the global economy, as uncertainty about when the U.S. Federal Reserve would begin tapering its asset purchase program, as well as constant global political risk and uncertainty, were interspersed with improvements in the U.S. economy over the course of the year. As a result, our clients' risk appetite and activity levels fluctuated during 2013. Compared with 2012, activity levels were generally lower, global equity prices significantly increased and credit spreads tightened. If macroeconomic concerns continue over the long term, market-making revenues would likely continue to be negatively impacted.

**2013 versus 2012.** Market-making revenues on the consolidated statements of earnings were \$9.37 billion for 2013, 17% lower than 2012. The decrease compared with 2012 was primarily due to significantly lower revenues in equity products, mortgages and interest rate products, as well as lower revenues in currencies. The decrease in equity products was due to the sale of our Americas reinsurance business in 2013, the sale of our hedge fund administration business in 2012 (2012 included a gain on sale of \$494 million) and lower revenues in derivatives, partially offset by significantly higher revenues in cash products compared with 2012. Revenues in commodities were higher, while revenues in credit products were essentially unchanged compared with 2012. In December 2013, we completed the sale of a majority stake in our European insurance business and recognized a gain of \$211 million.

**2012 versus 2011.** Market-making revenues on the consolidated statements of earnings were \$11.35 billion for 2012, 22% higher than 2011, primarily reflecting significantly higher revenues in mortgages and higher revenues in interest rate products, credit products and equity cash products, partially offset by significantly lower revenues in commodities. In addition, market-making

revenues included significantly higher revenues in securities services compared with 2011, reflecting a gain of \$494 million on the sale of our hedge fund administration business.

**Other principal transactions**

“Other principal transactions” is comprised of revenues (excluding net interest) from our investing activities and the origination of loans to provide financing to clients. In addition, “Other principal transactions” includes revenues related to our consolidated investments. Other principal transactions are included in our Investing & Lending segment.

During 2013, other principal transactions revenues generally reflected favorable company-specific events and strong corporate performance, as well as the impact of significantly higher global equity prices and tighter corporate credit spreads. However, concerns about the outlook for the global economy and uncertainty over financial regulatory reform continue to impact the global marketplace. If equity markets decline or credit spreads widen, other principal transactions revenues would likely be negatively impacted.

**2013 versus 2012.** Other principal transactions revenues on the consolidated statements of earnings were \$6.99 billion for 2013, 19% higher than 2012, reflecting a significant increase in net gains from investments in equity securities, driven by company-specific events and stronger corporate performance, as well as significantly higher global equity prices. In addition, net gains from debt securities and loans were slightly higher, while revenues related to our consolidated investments were lower compared with 2012.

**2012 versus 2011.** Other principal transactions revenues on the consolidated statements of earnings were \$5.87 billion for 2012 compared with \$1.51 billion for 2011. The increase compared with 2011 reflected a significant increase in net gains from investments in equity securities, primarily in public equities, principally due to the impact of an increase in global equity prices during 2012 after equity prices in Europe and Asia declined significantly during 2011. Net gains from equity securities included a gain in 2012 and a loss in 2011 related to our investment in the ordinary shares of Industrial and Commercial Bank of China Limited (ICBC). The increase compared with 2011 also reflected a significant increase in net gains from debt securities and loans, primarily due to approximately \$1 billion of unrealized losses related to relationship lending activities, including the effect of hedges, in 2011 and the impact of a more favorable credit environment as credit spreads tightened during 2012 after widening during 2011. These increases were partially offset by lower revenues related to our consolidated investments.

### Net Interest Income

**2013 versus 2012.** Net interest income on the consolidated statements of earnings was \$3.39 billion for 2013, 13% lower than 2012. The decrease compared with 2012 was primarily due to lower average yields on financial instruments owned, at fair value, partially offset by lower interest expense on financial instruments sold, but not yet purchased, at fair value and collateralized financings.

**2012 versus 2011.** Net interest income on the consolidated statements of earnings was \$3.88 billion for 2012, 25% lower than 2011. The decrease compared with 2011 was primarily due to lower average yields on financial instruments owned, at fair value and collateralized agreements.

See "Statistical Disclosures — Distribution of Assets, Liabilities and Shareholders' Equity" in Part II, Item 8 of the 2013 Form 10-K for further information about our sources of net interest income.

### Operating Expenses

Our operating expenses are primarily influenced by compensation, headcount and levels of business activity. Compensation and benefits includes salaries, discretionary compensation, amortization of equity awards and other items such as benefits. Discretionary compensation is significantly impacted by, among other factors, the level of net revenues, overall financial performance, prevailing labor markets, business mix, the structure of our share-based compensation programs and the external environment.

The table below presents our operating expenses and total staff (which includes employees, consultants and temporary staff).

	Year Ended December		
	2013	2012	2011
<i>\$ in millions</i>			
Compensation and benefits	<b>\$12,613</b>	\$12,944	\$12,223
Brokerage, clearing, exchange and distribution fees	<b>2,341</b>	2,208	2,463
Market development	<b>541</b>	509	640
Communications and technology	<b>776</b>	782	828
Depreciation and amortization	<b>1,322</b>	1,738	1,865
Occupancy	<b>839</b>	875	1,030
Professional fees	<b>930</b>	867	992
Insurance reserves <sup>1</sup>	<b>176</b>	598	529
Other expenses	<b>2,931</b>	2,435	2,072
Total non-compensation expenses	<b>9,856</b>	10,012	10,419
<b>Total operating expenses</b>	<b>\$22,469</b>	\$22,956	\$22,642
Total staff at period-end	<b>32,900</b>	32,400	33,300

1. Related revenues are included in "Market making" in the consolidated statements of earnings.

**Management's Discussion and Analysis**

**2013 versus 2012.** Operating expenses on the consolidated statements of earnings were \$22.47 billion for 2013, 2% lower than 2012. Compensation and benefits expenses on the consolidated statements of earnings were \$12.61 billion for 2013, 3% lower compared with \$12.94 billion for 2012. The ratio of compensation and benefits to net revenues for 2013 was 36.9% compared with 37.9% for 2012. Total staff increased 2% during 2013.

Non-compensation expenses on the consolidated statements of earnings were \$9.86 billion for 2013, 2% lower than 2012. The decrease compared with 2012 included a decline in insurance reserves, reflecting the sale of our Americas reinsurance business, and a decrease in depreciation and amortization expenses, primarily reflecting lower impairment charges and lower operating expenses related to consolidated investments. These decreases were partially offset by an increase in other expenses, due to higher net provisions for litigation and regulatory proceedings, and higher brokerage, clearing, exchange and distribution fees. Net provisions for litigation and regulatory proceedings for 2013 were \$962 million (primarily comprised of net provisions for mortgage-related matters) compared with \$448 million for 2012 (including a settlement with the Board of Governors of the Federal Reserve System (Federal Reserve Board) regarding the independent foreclosure review). 2013 included a charitable contribution of \$155 million to Goldman Sachs Gives, our donor-advised fund. Compensation was reduced to fund this charitable contribution to Goldman Sachs Gives. The firm asks its participating managing directors to make recommendations regarding potential charitable recipients for this contribution.

**2012 versus 2011.** Operating expenses on the consolidated statements of earnings were \$22.96 billion for 2012, essentially unchanged compared with 2011. Compensation and benefits expenses on the consolidated statements of earnings were \$12.94 billion for 2012, 6% higher compared with \$12.22 billion for 2011. The ratio of compensation and benefits to net revenues for 2012 was 37.9%, compared with 42.4% for 2011. Total staff decreased 3% during 2012.

Non-compensation expenses on the consolidated statements of earnings were \$10.01 billion for 2012, 4% lower compared with 2011. The decrease compared with 2011 primarily reflected lower brokerage, clearing, exchange and distribution fees, lower occupancy expenses and a decrease in depreciation and amortization expenses, principally due to lower impairment charges. In addition, market development expenses and professional fees declined compared with 2011, primarily reflecting the impact of expense reduction initiatives. These decreases were partially offset by higher other expenses and increased insurance reserves related to our reinsurance business. The increase in other expenses compared with 2011 primarily reflected higher net provisions for litigation and regulatory proceedings and higher charitable contributions. Net provisions for litigation and regulatory proceedings were \$448 million during 2012 (including a settlement with the Federal Reserve Board regarding the independent foreclosure review) compared with \$175 million for 2011. Charitable contributions were \$225 million during 2012, including \$159 million to Goldman Sachs Gives, our donor-advised fund, and \$10 million to The Goldman Sachs Foundation, compared with \$163 million during 2011, including \$78 million to Goldman Sachs Gives and \$25 million to The Goldman Sachs Foundation. Compensation was reduced to fund the charitable contribution to Goldman Sachs Gives. The firm asks its participating managing directors to make recommendations regarding potential charitable recipients for this contribution.

**Provision for Taxes**

The effective income tax rate for 2013 was 31.5%, down from 33.3% for 2012. The decrease from 33.3% to 31.5% was primarily due to a determination that certain non-U.S. earnings will be permanently reinvested abroad.

The effective income tax rate for 2012 was 33.3%, up from 28.0% for 2011. The increase from 28.0% to 33.3% was primarily due to the earnings mix and a decrease in the impact of permanent benefits.

The rules related to the deferral of U.S. tax on certain non-repatriated active financing income expired effective December 31, 2013. This change is not expected to have a material impact on our financial condition, results of operations or cash flows for the year ending December 2014.

### Segment Operating Results

The table below presents the net revenues, operating expenses and pre-tax earnings/(loss) of our segments.

		Year Ended December		
		2013	2012	2011
<i>in millions</i>				
<b>Investment Banking</b>	Net revenues	<b>\$ 6,004</b>	\$ 4,926	\$ 4,355
	Operating expenses	<b>3,475</b>	3,330	2,995
	<b>Pre-tax earnings</b>	<b>\$ 2,529</b>	\$ 1,596	\$ 1,360
<b>Institutional Client Services</b>	Net revenues	<b>\$15,721</b>	\$18,124	\$17,280
	Operating expenses	<b>11,782</b>	12,480	12,837
	<b>Pre-tax earnings</b>	<b>\$ 3,939</b>	\$ 5,644	\$ 4,443
<b>Investing &amp; Lending</b>	Net revenues	<b>\$ 7,018</b>	\$ 5,891	\$ 2,142
	Operating expenses	<b>2,684</b>	2,666	2,673
	<b>Pre-tax earnings/(loss)</b>	<b>\$ 4,334</b>	\$ 3,225	\$ (531)
<b>Investment Management</b>	Net revenues	<b>\$ 5,463</b>	\$ 5,222	\$ 5,034
	Operating expenses	<b>4,354</b>	4,294	4,020
	<b>Pre-tax earnings</b>	<b>\$ 1,109</b>	\$ 928	\$ 1,014
<b>Total</b>	<b>Net revenues</b>	<b>\$34,206</b>	\$34,163	\$28,811
	<b>Operating expenses</b>	<b>22,469</b>	22,956	22,642
	<b>Pre-tax earnings</b>	<b>\$11,737</b>	\$11,207	\$ 6,169

Total operating expenses in the table above include the following expenses that have not been allocated to our segments:

- charitable contributions of \$155 million for 2013, \$169 million for 2012 and \$103 million for 2011; and
- real estate-related exit costs of \$19 million for 2013, \$17 million for 2012 and \$14 million for 2011. Real estate-related exit costs are included in "Depreciation and amortization" and "Occupancy" in the consolidated statements of earnings.

Net revenues in our segments include allocations of interest income and interest expense to specific securities, commodities and other positions in relation to the cash generated by, or funding requirements of, such underlying positions. See Note 25 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our business segments.

The cost drivers of Goldman Sachs taken as a whole — compensation, headcount and levels of business activity — are broadly similar in each of our business segments. Compensation and benefits expenses within our segments reflect, among other factors, the overall performance of Goldman Sachs as well as the performance of individual businesses. Consequently, pre-tax margins in one segment of our business may be significantly affected by the performance of our other business segments. A discussion of segment operating results follows.

**Management's Discussion and Analysis****Investment Banking**

Our Investment Banking segment is comprised of:

**Financial Advisory.** Includes strategic advisory assignments with respect to mergers and acquisitions, divestitures, corporate defense activities, risk management, restructurings and spin-offs, and derivative transactions directly related to these client advisory assignments.

**Underwriting.** Includes public offerings and private placements, including domestic and cross-border transactions, of a wide range of securities, loans and other financial instruments, and derivative transactions directly related to these client underwriting activities.

The table below presents the operating results of our Investment Banking segment.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Financial Advisory	<b>\$1,978</b>	\$1,975	\$1,987
Equity underwriting	<b>1,659</b>	987	1,085
Debt underwriting	<b>2,367</b>	1,964	1,283
Total Underwriting	<b>4,026</b>	2,951	2,368
Total net revenues	<b>6,004</b>	4,926	4,355
Operating expenses	<b>3,475</b>	3,330	2,995
<b>Pre-tax earnings</b>	<b>\$2,529</b>	\$1,596	\$1,360

The table below presents our financial advisory and underwriting transaction volumes.<sup>1</sup>

<i>in billions</i>	Year Ended December		
	2013	2012	2011
Announced mergers and acquisitions	<b>\$ 625</b>	\$ 739	\$ 616
Completed mergers and acquisitions	<b>633</b>	575	656
Equity and equity-related offerings <sup>2</sup>	<b>91</b>	57	55
Debt offerings <sup>3</sup>	<b>280</b>	242	206

1. Source: Thomson Reuters. Announced and completed mergers and acquisitions volumes are based on full credit to each of the advisors in a transaction. Equity and equity-related offerings and debt offerings are based on full credit for single book managers and equal credit for joint book managers. Transaction volumes may not be indicative of net revenues in a given period. In addition, transaction volumes for prior periods may vary from amounts previously reported due to the subsequent withdrawal or a change in the value of a transaction.

2. Includes Rule 144A and public common stock offerings, convertible offerings and rights offerings.

3. Includes non-convertible preferred stock, mortgage-backed securities, asset-backed securities and taxable municipal debt. Includes publicly registered and Rule 144A issues. Excludes leveraged loans.

**2013 versus 2012.** Net revenues in Investment Banking were \$6.00 billion for 2013, 22% higher than 2012.

Net revenues in Financial Advisory were \$1.98 billion, essentially unchanged compared with 2012. Net revenues in Underwriting were \$4.03 billion, 36% higher than 2012, due to strong net revenues in both equity and debt underwriting. Net revenues in equity underwriting were significantly higher compared with 2012, reflecting an increase in client activity, particularly in initial public offerings. Net revenues in debt underwriting were significantly higher compared with 2012, principally due to leveraged finance activity.

During 2013, Investment Banking operated in an environment generally characterized by improved industry-wide equity underwriting activity, particularly in initial public offerings, as global equity prices significantly increased during the year. In addition, industry-wide debt underwriting activity remained solid, and included significantly higher leveraged finance activity, as interest rates remained low. However, ongoing macroeconomic concerns continued to weigh on investment banking activity as industry-wide mergers and acquisitions activity declined compared with 2012. If macroeconomic concerns continue and result in lower levels of client activity, net revenues in Investment Banking would likely be negatively impacted.

During 2013, our investment banking transaction backlog increased significantly due to significantly higher estimated net revenues from both potential advisory transactions and potential underwriting transactions. The increase in underwriting reflects significantly higher estimated net revenues from potential equity underwriting transactions, primarily in initial public offerings, and higher estimated net revenues from potential debt underwriting transactions, principally from leveraged finance activity.

## Management's Discussion and Analysis

Our investment banking transaction backlog represents an estimate of our future net revenues from investment banking transactions where we believe that future revenue realization is more likely than not. We believe changes in our investment banking transaction backlog may be a useful indicator of client activity levels which, over the long term, impact our net revenues. However, the time frame for completion and corresponding revenue recognition of transactions in our backlog varies based on the nature of the assignment, as certain transactions may remain in our backlog for longer periods of time and others may enter and leave within the same reporting period. In addition, our transaction backlog is subject to certain limitations, such as assumptions about the likelihood that individual client transactions will occur in the future. Transactions may be cancelled or modified, and transactions not included in the estimate may also occur.

Operating expenses were \$3.48 billion for 2013, 4% higher than 2012, due to increased compensation and benefits expenses, primarily resulting from higher net revenues. Pre-tax earnings were \$2.53 billion in 2013, 58% higher than 2012.

**2012 versus 2011.** Net revenues in Investment Banking were \$4.93 billion for 2012, 13% higher than 2011.

Net revenues in Financial Advisory were \$1.98 billion, essentially unchanged compared with 2011. Net revenues in Underwriting were \$2.95 billion, 25% higher than 2011, due to strong net revenues in debt underwriting. Net revenues in debt underwriting were significantly higher compared with 2011, primarily reflecting higher net revenues from investment-grade and leveraged finance activity. Net revenues in equity underwriting were lower compared with 2011, primarily reflecting a decline in industry-wide initial public offerings.

During 2012, Investment Banking operated in an environment generally characterized by continued concerns about the outlook for the global economy and political uncertainty. These concerns weighed on investment banking activity, as completed mergers and acquisitions activity declined compared with 2011, and equity and equity-related underwriting activity remained low, particularly in initial public offerings. However, industry-wide debt underwriting activity improved compared with 2011, as credit spreads tightened and interest rates remained low.

During 2012, our investment banking transaction backlog increased due to an increase in potential debt underwriting transactions, primarily reflecting an increase in leveraged finance transactions, and an increase in potential advisory transactions. These increases were partially offset by a decrease in potential equity underwriting transactions compared with the end of 2011, reflecting uncertainty in market conditions.

Operating expenses were \$3.33 billion for 2012, 11% higher than 2011, due to increased compensation and benefits expenses, primarily resulting from higher net revenues. Pre-tax earnings were \$1.60 billion in 2012, 17% higher than 2011.

### Institutional Client Services

Our Institutional Client Services segment is comprised of:

**Fixed Income, Currency and Commodities Client Execution.** Includes client execution activities related to making markets in interest rate products, credit products, mortgages, currencies and commodities.

We generate market-making revenues in these activities in three ways:

- In large, highly liquid markets (such as markets for U.S. Treasury bills or certain mortgage pass-through certificates), we execute a high volume of transactions for our clients for modest spreads and fees.
- In less liquid markets (such as mid-cap corporate bonds, growth market currencies or certain non-agency mortgage-backed securities), we execute transactions for our clients for spreads and fees that are generally somewhat larger.
- We also structure and execute transactions involving customized or tailor-made products that address our clients' risk exposures, investment objectives or other complex needs (such as a jet fuel hedge for an airline).

Given the focus on the mortgage market, our mortgage activities are further described below.

Our activities in mortgages include commercial mortgage-related securities, loans and derivatives, residential mortgage-related securities, loans and derivatives (including U.S. government agency-issued collateralized mortgage obligations, other prime, subprime and Alt-A securities and loans), and other asset-backed securities, loans and derivatives.

We buy, hold and sell long and short mortgage positions, primarily for market making for our clients. Our inventory therefore changes based on client demands and is generally held for short-term periods.

See Notes 18 and 27 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information about exposure to mortgage repurchase requests, mortgage rescissions and mortgage-related litigation.

**Equities.** Includes client execution activities related to making markets in equity products and commissions and fees from executing and clearing institutional client transactions on major stock, options and futures exchanges worldwide, as well as over-the-counter transactions. Equities also includes our securities services business, which provides financing, securities lending and other prime brokerage services to institutional clients, including hedge funds, mutual funds, pension funds and foundations, and generates revenues primarily in the form of interest rate spreads or fees.

The table below presents the operating results of our Institutional Client Services segment.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Fixed Income, Currency and Commodities Client Execution	<b>\$ 8,651</b>	\$ 9,914	\$ 9,018
Equities client execution <sup>1</sup>	<b>2,594</b>	3,171	3,031
Commissions and fees	<b>3,103</b>	3,053	3,633
Securities services	<b>1,373</b>	1,986	1,598
Total Equities	<b>7,070</b>	8,210	8,262
Total net revenues	<b>15,721</b>	18,124	17,280
Operating expenses	<b>11,782</b>	12,480	12,837
<b>Pre-tax earnings</b>	<b>\$ 3,939</b>	\$ 5,644	\$ 4,443

1. In April 2013, we completed the sale of a majority stake in our Americas reinsurance business and no longer consolidate this business. Net revenues related to the Americas reinsurance business were \$317 million for 2013, \$1.08 billion for 2012 and \$880 million for 2011. See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about this sale.

**2013 versus 2012.** Net revenues in Institutional Client Services were \$15.72 billion for 2013, 13% lower than 2012.

Net revenues in Fixed Income, Currency and Commodities Client Execution were \$8.65 billion for 2013, 13% lower than 2012, reflecting significantly lower net revenues in interest rate products compared with a solid 2012, and significantly lower net revenues in mortgages compared with a strong 2012. The decrease in interest rate products and mortgages primarily reflected the impact of a more challenging environment and lower activity levels compared with 2012. In addition, net revenues in currencies were slightly lower, while net revenues in credit products and commodities were essentially unchanged compared with 2012. In December 2013, we completed the sale of a majority stake in our European insurance business and recognized a gain of \$211 million.



## Management's Discussion and Analysis

Net revenues in Equities were \$7.07 billion for 2013, 14% lower compared with 2012, due to the sale of our Americas reinsurance business<sup>1</sup> in 2013 and the sale of our hedge fund administration business in 2012. Net revenues in equities client execution (excluding net revenues from our Americas reinsurance business) were higher compared with 2012, including significantly higher net revenues in cash products, partially offset by significantly lower net revenues in derivatives. Commissions and fees were slightly higher compared with 2012, reflecting higher commissions and fees in Asia and Europe, partially offset by lower commissions and fees in the United States. Our average daily volumes during 2013 were higher in Asia and Europe and lower in the United States compared with 2012, consistent with listed cash equity market volumes. Securities services net revenues were significantly lower compared with 2012, primarily due to the sale of our hedge fund administration business in 2012 (2012 included a gain on sale of \$494 million). During 2013, Equities operated in an environment characterized by a significant increase in global equity prices, particularly in Japan and the U.S., and generally lower volatility levels.

The net loss attributable to the impact of changes in our own credit spreads on borrowings for which the fair value option was elected was \$296 million (\$220 million and \$76 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2013, compared with a net loss of \$714 million (\$433 million and \$281 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2012.

During 2013, Institutional Client Services operated in a challenging environment that required continual reassessment of the outlook for the global economy, as uncertainty about when the U.S. Federal Reserve would begin tapering its asset purchase program, as well as constant global political risk and uncertainty, were interspersed with improvements in the U.S. economy over the course of the year. As a result, our clients' risk appetite and activity levels fluctuated during 2013. Compared with 2012, activity levels were generally lower, global equity prices significantly increased and credit spreads tightened. If macroeconomic concerns continue over the long term, net revenues in Fixed Income, Currency and Commodities Client Execution and Equities would likely continue to be negatively impacted.

Operating expenses were \$11.78 billion for 2013, 6% lower than 2012, due to decreased compensation and benefits expenses, primarily resulting from lower net revenues, and lower expenses as a result of the sale of a majority stake in our Americas reinsurance business in April 2013. These decreases were partially offset by increased net provisions for litigation and regulatory proceedings, primarily comprised of net provisions for mortgage-related matters, and higher brokerage, clearing, exchange and distribution fees. Pre-tax earnings were \$3.94 billion in 2013, 30% lower than 2012.

**2012 versus 2011.** Net revenues in Institutional Client Services were \$18.12 billion for 2012, 5% higher than 2011.

Net revenues in Fixed Income, Currency and Commodities Client Execution were \$9.91 billion for 2012, 10% higher than 2011. These results reflected strong net revenues in mortgages, which were significantly higher compared with 2011 in both residential and commercial products. In addition, net revenues in credit products and interest rate products were solid and higher compared with 2011. The increase in mortgages, credit products and interest rates primarily reflected the impact of improved market-making conditions, including tighter credit spreads, compared with 2011. These increases were partially offset by significantly lower net revenues in commodities and slightly lower net revenues in currencies. The decrease in commodities primarily reflected more challenging market-making conditions, in part driven by lower levels of market volatility.

1. In April 2013, we completed the sale of a majority stake in our Americas reinsurance business and no longer consolidate this business. Net revenues related to the Americas reinsurance business were \$317 million for 2013, \$1.08 billion for 2012 and \$880 million for 2011. See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about this sale.

**Management's Discussion and Analysis**

Net revenues in Equities were \$8.21 billion for 2012, essentially unchanged compared with 2011. Net revenues in securities services were significantly higher compared with 2011, reflecting a gain of \$494 million on the sale of our hedge fund administration business. In addition, equities client execution net revenues were higher than 2011, primarily reflecting significantly higher results in cash products, principally due to increased levels of client activity. These increases were offset by lower commissions and fees, reflecting declines in the United States, Europe and Asia. Our average daily volumes during 2012 were lower in each of these regions compared with 2011, consistent with listed cash equity market volumes. During 2012, Equities operated in an environment generally characterized by an increase in global equity prices and lower volatility levels.

The net loss attributable to the impact of changes in our own credit spreads on borrowings for which the fair value option was elected was \$714 million (\$433 million and \$281 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2012, compared with a net gain of \$596 million (\$399 million and \$197 million related to Fixed Income, Currency and Commodities Client Execution and equities client execution, respectively) for 2011.

During 2012, Institutional Client Services operated in an environment generally characterized by continued broad market concerns and uncertainties, although positive developments helped to improve market conditions. These developments included certain central bank actions to ease monetary policy and address funding risks for European financial institutions. In addition, the U.S. economy posted stable to improving economic data, including favorable developments in unemployment and housing. These improvements resulted in tighter credit spreads, higher global equity prices and lower levels of volatility. However, concerns about the outlook for the global economy and continued political uncertainty, particularly the political debate in the United States surrounding the fiscal cliff, generally resulted in client risk aversion and lower activity levels. Also, uncertainty over financial regulatory reform persisted.

Operating expenses were \$12.48 billion for 2012, 3% lower than 2011, primarily due to lower brokerage, clearing, exchange and distribution fees, and lower impairment charges, partially offset by higher net provisions for litigation and regulatory proceedings. Pre-tax earnings were \$5.64 billion in 2012, 27% higher than 2011.

**Investing & Lending**

Investing & Lending includes our investing activities and the origination of loans to provide financing to clients. These investments, some of which are consolidated, and loans are typically longer-term in nature. We make investments, directly and indirectly through funds that we manage, in debt securities and loans, public and private equity securities, and real estate entities.

The table below presents the operating results of our Investing & Lending segment.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Equity securities	<b>\$3,930</b>	\$2,800	\$ 603
Debt securities and loans	<b>1,947</b>	1,850	96
Other	<b>1,141</b>	1,241	1,443
Total net revenues	<b>7,018</b>	5,891	2,142
Operating expenses	<b>2,684</b>	2,666	2,673
<b>Pre-tax earnings/(loss)</b>	<b>\$4,334</b>	\$3,225	\$ (531)

**2013 versus 2012.** Net revenues in Investing & Lending were \$7.02 billion for 2013, 19% higher than 2012, reflecting a significant increase in net gains from investments in equity securities, driven by company-specific events and stronger corporate performance, as well as significantly higher global equity prices. In addition, net gains and net interest income from debt securities and loans were slightly higher, while other net revenues, related to our consolidated investments, were lower compared with 2012. If equity markets decline or credit spreads widen, net revenues in Investing & Lending would likely be negatively impacted.

Operating expenses were \$2.68 billion for 2013, essentially unchanged compared with 2012. Operating expenses during 2013 included lower impairment charges and lower operating expenses related to consolidated investments, partially offset by increased compensation and benefits expenses due to higher net revenues compared with 2012. Pre-tax earnings were \$4.33 billion in 2013, 34% higher than 2012.

## Management's Discussion and Analysis

**2012 versus 2011.** Net revenues in Investing & Lending were \$5.89 billion for 2012 compared with \$2.14 billion for 2011. The increase compared with 2011 reflected a significant increase in net gains from investments in equity securities, primarily in public equities, principally due to the impact of an increase in global equity prices during 2012 after equity prices in Europe and Asia declined significantly during 2011. Net gains from equity securities included a gain of \$408 million in 2012 and a loss of \$517 million in 2011 related to our investment in the ordinary shares of ICBC. The increase compared with 2011 also reflected a significant increase in net gains from debt securities and loans, primarily due to approximately \$1 billion of unrealized losses related to relationship lending activities, including the effect of hedges, in 2011 and the impact of a more favorable credit environment as credit spreads tightened during 2012 after widening during 2011. These increases were partially offset by lower other net revenues, principally related to our consolidated investments.

Operating expenses were \$2.67 billion for 2012, essentially unchanged compared with 2011. Pre-tax earnings were \$3.23 billion in 2012, compared with a pre-tax loss of \$531 million in 2011.

### Investment Management

Investment Management provides investment management services and offers investment products (primarily through separately managed accounts and commingled vehicles, such as mutual funds and private investment funds) across all major asset classes to a diverse set of institutional and individual clients. Investment Management also offers wealth advisory services, including portfolio management and financial counseling, and brokerage and other transaction services to high-net-worth individuals and families.

Assets under supervision include assets under management and other client assets. Assets under management include client assets where we earn a fee for managing assets on a discretionary basis. This includes net assets in our mutual funds, hedge funds, credit funds and private equity funds (including real estate funds), and separately managed accounts for institutional and individual investors. Other client assets include client assets invested with third-party managers, bank deposits and advisory relationships where we earn a fee for advisory and other services, but do not have investment discretion. Assets under supervision do not include the self-directed brokerage assets of our clients. Long-term assets under supervision represent assets under supervision excluding liquidity products. Liquidity products represent money markets and bank deposit assets.

Assets under supervision typically generate fees as a percentage of net asset value, which vary by asset class and are affected by investment performance as well as asset inflows and redemptions. Asset classes such as alternative investment and equity assets typically generate higher fees relative to fixed income and liquidity product assets. The average effective management fee (which excludes non-asset-based fees) we earned on our assets under supervision was 40 basis points for 2013, 39 basis points for 2012 and 41 basis points for 2011.

In certain circumstances, we are also entitled to receive incentive fees based on a percentage of a fund's or a separately managed account's return, or when the return exceeds a specified benchmark or other performance targets. Incentive fees are recognized only when all material contingencies are resolved.

**Management's Discussion and Analysis**

The table below presents the operating results of our Investment Management segment.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Management and other fees	<b>\$4,386</b>	\$4,105	\$4,188
Incentive fees	<b>662</b>	701	323
Transaction revenues	<b>415</b>	416	523
Total net revenues	<b>5,463</b>	5,222	5,034
Operating expenses	<b>4,354</b>	4,294	4,020
<b>Pre-tax earnings</b>	<b>\$1,109</b>	\$ 928	\$1,014

The tables below present our period-end assets under supervision (AUS) by asset class and by distribution channel, as well as a summary of the changes in our assets under supervision.

<i>in billions</i>	As of December		
	2013	2012	2011
Assets under management	<b>\$ 919</b>	\$ 854	\$ 828
Other client assets	<b>123</b>	111	67
<b>Total AUS</b>	<b>\$1,042</b>	\$ 965	\$ 895

**Asset Class**

Alternative investments <sup>1</sup>	<b>\$ 142</b>	\$ 151	\$ 148
Equity	<b>208</b>	153	147
Fixed income	<b>446</b>	411	353
Long-term AUS	<b>796</b>	715	648
Liquidity products	<b>246</b>	250	247
<b>Total AUS</b>	<b>\$1,042</b>	\$ 965	\$ 895

**Distribution Channel**

Directly distributed:			
Institutional	<b>\$ 363</b>	\$ 343	\$ 294
High-net-worth individuals	<b>330</b>	294	274
Third-party distributed:			
Institutional, high-net-worth individuals and retail	<b>349</b>	328	327
<b>Total AUS</b>	<b>\$1,042</b>	\$ 965	\$ 895

1. Primarily includes hedge funds, credit funds, private equity, real estate, currencies, commodities and asset allocation strategies.

<i>in billions</i>	Year Ended December		
	2013	2012	2011
Balance, beginning of year	<b>\$ 965</b>	\$895	\$917
Net inflows/(outflows)			
Alternative investments	<b>(13)</b>	1	(1)
Equity	<b>13</b>	(17)	(5)
Fixed income	<b>41</b>	34	(9)
Long-term AUS net inflows/(outflows)	<b>41</b> <sup>1</sup>	18 <sup>2</sup>	(15) <sup>3</sup>
Liquidity products	<b>(4)</b>	3	(12)
Total AUS net inflows/(outflows)	<b>37</b>	21	(27)
Net market appreciation/(depreciation)	<b>40</b>	49	5
<b>Balance, end of year</b>	<b>\$1,042</b>	\$965	\$895

1. Fixed income flows for 2013 include \$10 billion in assets managed by the firm related to our Americas reinsurance business, in which a majority stake was sold in April 2013, that were previously excluded from assets under supervision as they were assets of a consolidated subsidiary.
2. Includes \$34 billion of fixed income asset inflows in connection with our acquisition of Dwight Asset Management Company LLC and \$5 billion of fixed income and equity asset outflows related to our liquidation of Goldman Sachs Asset Management Korea Co., Ltd.
3. Includes \$6 billion of asset inflows across all asset classes in connection with our acquisitions of Goldman Sachs Australia Pty Ltd and Benchmark Asset Management Company Private Limited.

The table below presents our average monthly assets under supervision by asset class.

<i>in billions</i>	Average for the Year Ended December		
	2013	2012	2011
Alternative investments	<b>\$ 145</b>	\$149	\$152
Equity	<b>180</b>	153	162
Fixed income	<b>425</b>	384	353
Long-term AUS	<b>750</b>	686	667
Liquidity products	<b>235</b>	238	240
<b>Total AUS</b>	<b>\$ 985</b>	\$924	\$907

## Management's Discussion and Analysis

**2013 versus 2012.** Net revenues in Investment Management were \$5.46 billion for 2013, 5% higher than 2012, reflecting higher management and other fees, primarily due to higher average assets under supervision. During the year, total assets under supervision increased \$77 billion to \$1.04 trillion. Long-term assets under supervision increased \$81 billion, including net inflows of \$41 billion<sup>1</sup>, reflecting inflows in fixed income and equity assets, partially offset by outflows in alternative investment assets. Net market appreciation of \$40 billion during the year was primarily in equity assets. Liquidity products decreased \$4 billion.

During 2013, Investment Management operated in an environment generally characterized by improved asset prices, particularly in equities, resulting in appreciation in the value of client assets. In addition, the mix of average assets under supervision shifted slightly compared with 2012 from liquidity products to long-term assets under supervision, primarily due to growth in equity and fixed income assets. In the future, if asset prices were to decline, or investors favor asset classes that typically generate lower fees or investors withdraw their assets, net revenues in Investment Management would likely be negatively impacted. In addition, continued concerns about the global economic outlook could result in downward pressure on assets under supervision.

Operating expenses were \$4.35 billion for 2013, up slightly compared to 2012, due to increased compensation and benefits expenses, primarily resulting from higher net revenues. Pre-tax earnings were \$1.11 billion in 2013, 20% higher than 2012.

**2012 versus 2011.** Net revenues in Investment Management were \$5.22 billion for 2012, 4% higher than 2011, due to significantly higher incentive fees, partially offset by lower transaction revenues and slightly lower management and other fees. During 2012, assets under supervision increased \$70 billion to \$965 billion. Long-term assets under supervision increased \$67 billion, including net inflows of \$18 billion<sup>2</sup>, reflecting inflows in fixed income assets, partially offset by outflows in equity assets. Net market appreciation of \$49 billion during 2012 was primarily in fixed income and equity assets. In addition, liquidity products increased \$3 billion.

During 2012, Investment Management operated in an environment generally characterized by improved asset prices, resulting in appreciation in the value of client assets. However, the mix of average assets under supervision shifted slightly from asset classes that typically generate higher fees, primarily equity and alternative investment assets, to asset classes that typically generate lower fees, primarily fixed income assets, compared with 2011.

Operating expenses were \$4.29 billion for 2012, 7% higher than 2011, due to increased compensation and benefits expenses. Pre-tax earnings were \$928 million in 2012, 8% lower than 2011.

### Geographic Data

See Note 25 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for a summary of our total net revenues, pre-tax earnings and net earnings by geographic region.

### Regulatory Developments

Our businesses are subject to significant and evolving regulation. The U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), enacted in July 2010, significantly altered the financial regulatory regime within which we operate. In addition, other reforms have been adopted or are being considered by other regulators and policy makers worldwide. The Dodd-Frank Act and these other reforms may affect our businesses. We expect that the principal areas of impact from regulatory reform for us will be increased regulatory capital requirements and increased regulation and restriction on certain activities. However, given that many of the new and proposed rules are highly complex, the full impact of regulatory reform will not be known until the rules are implemented and market practices develop under the final regulations.

See “Business — Regulation” in Part I, Item 1 of the 2013 Form 10-K for more information on the laws, rules and regulations and proposed laws, rules and regulations that apply to us and our operations. In addition, see “Equity Capital — Revised Capital Framework” below and Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information about regulatory developments as they relate to our regulatory capital, leverage and liquidity ratios.

### Impact of Increased Regulation and Restriction on Certain Activities

There has been increased regulation of, and limitations on, our activities, including the Dodd-Frank prohibition on “proprietary trading” and the limitation on the sponsorship of, and investment in covered funds (as defined in the Volcker Rule). In addition, there are increased regulation of, and restrictions on, over-the-counter (OTC) derivatives markets and transactions, particularly related to swaps and security-based swaps.

1. Fixed income flows for 2013 include \$10 billion in assets managed by the firm related to our Americas reinsurance business, in which a majority stake was sold in April 2013, that were previously excluded from assets under supervision as they were assets of a consolidated subsidiary.

2. Includes \$34 billion of fixed income asset inflows in connection with our acquisition of Dwight Asset Management Company LLC and \$5 billion of fixed income and equity asset outflows related to our liquidation of Goldman Sachs Asset Management Korea Co., Ltd.

**Management's Discussion and Analysis**

**Volcker Rule.** In December 2013, the final rules to implement the provisions of the Dodd-Frank Act referred to as the "Volcker Rule" were adopted. We are required to be in compliance with the rule (including the development of an extensive compliance program) by July 2015 with certain provisions of the rule subject to possible extensions through July 2017.

The Volcker rule prohibits "proprietary trading," but will allow activities such as underwriting, market making and risk-mitigation hedging. In anticipation of the final rule, we evaluated this prohibition and determined that businesses that engage in "bright line" proprietary trading were most likely to be prohibited. In 2010 and 2011, we liquidated substantially all of our Global Macro Proprietary and Principal Strategies trading positions.

Based on what we know as of the date of this filing, we do not expect the impact of the prohibition of proprietary trading to be material to our financial condition, results of operations or cash flows. However, the rule is highly complex, and its impact will not be known until market practices are fully developed.

In addition to the prohibition on proprietary trading, the Volcker rule limits the sponsorship of, and investment in, "covered funds" (as defined in the rule) by banking entities, including Group Inc. and its subsidiaries. It also limits certain types of transactions between us and our sponsored funds, similar to the limitations on transactions between depository institutions and their affiliates as described below under "— Transactions with Affiliates." Covered funds include our private equity funds, certain of our credit and real estate funds, and our hedge funds. The limitation on investments in covered funds requires us to reduce our investment in each such fund to 3% or less of the fund's net asset value, and to reduce our aggregate investment in all such funds to 3% or less of our Tier 1 capital. In anticipation of the final rule, we limited our initial investment in certain new covered funds to 3% of the fund's net asset value.

We continue to manage our existing funds, taking into account the transition periods under the Volcker Rule. As a result, in March 2012, we began redeeming certain interests in our hedge funds and will continue to do so.

For certain of our covered funds, in order to be compliant with the Volcker Rule by the prescribed compliance date, to the extent that the underlying investments of the particular funds are not sold, the firm may be required to sell its investments in such funds. If that occurs, the firm may receive a value for its investments that is less than the then carrying value as there could be a limited secondary market for these investments and the firm may be unable to sell them in orderly transactions.

Although our net revenues from investments in our private equity, credit, real estate and hedge funds may vary from period to period, our aggregate net revenues from these investments were not material to our aggregate total net revenues over the period from 1999 through 2013.

**Swap Dealers and Derivatives Regulation.** The Dodd-Frank Act also provides for significantly increased regulation of and restrictions on derivative markets, and we have registered certain subsidiaries as "swap dealers" under the U.S. Commodity Futures Trading Commission (CFTC) rules. See "Business — Regulation" in Part I, Item 1 of the 2013 Form 10-K for a discussion of the requirements imposed by the Dodd-Frank and the status of SEC and CFTC rulemaking, as well as non-U.S. regulation, in this area. The full application of new derivatives rules across different national and regulatory jurisdictions has not yet been fully established.

## **Balance Sheet and Funding Sources**

### **Balance Sheet Management**

One of our most important risk management disciplines is our ability to manage the size and composition of our balance sheet. While our asset base changes due to client activity, market fluctuations and business opportunities, the size and composition of our balance sheet reflect (i) our overall risk tolerance, (ii) our ability to access stable funding sources and (iii) the amount of equity capital we hold.

Although our balance sheet fluctuates on a day-to-day basis, our total assets at quarterly and year-end dates are generally not materially different from those occurring within our reporting periods.

In order to ensure appropriate risk management, we seek to maintain a liquid balance sheet and have processes in place to dynamically manage our assets and liabilities which include:

- quarterly planning;
- business-specific limits;
- monitoring of key metrics; and
- scenario analyses.

**Quarterly Planning.** We prepare a quarterly balance sheet plan that combines our projected total assets and composition of assets with our expected funding sources and capital levels for the upcoming quarter. The objectives of this quarterly planning process are:

- to develop our near-term balance sheet projections, taking into account the general state of the financial markets and expected business activity levels;
- to ensure that our projected assets are supported by an adequate amount and tenor of funding and that our projected capital and liquidity metrics are within management guidelines and regulatory requirements; and
- to allow business risk managers and managers from our independent control and support functions to objectively evaluate balance sheet limit requests from business managers in the context of the firm's overall balance sheet constraints. These constraints include the firm's liability profile and equity capital levels, maturities and plans for new debt and equity issuances, share repurchases, deposit trends and secured funding transactions.

To prepare our quarterly balance sheet plan, business risk managers and managers from our independent control and support functions meet with business managers to review current and prior period metrics and discuss expectations for the upcoming quarter. The specific metrics reviewed include asset and liability size and composition, aged inventory, limit utilization, risk and performance measures, and capital usage.

Our consolidated quarterly plan, including our balance sheet plans by business, funding and capital projections, and projected capital and liquidity metrics, is reviewed by the Firmwide Finance Committee. See "Overview and Structure of Risk Management" for an overview of our risk management structure.

## Management's Discussion and Analysis

**Business-Specific Limits.** The Firmwide Finance Committee sets asset and liability limits for each business and aged inventory limits for certain financial instruments as a disincentive to hold inventory over longer periods of time. These limits are set at levels which are generally close to actual operating levels in order to ensure prompt escalation and discussion among business managers and managers in our independent control and support functions on a routine basis. The Firmwide Finance Committee reviews and approves balance sheet limits on a quarterly basis and may also approve changes in limits on an ad hoc basis in response to changing business needs or market conditions.

**Monitoring of Key Metrics.** We monitor key balance sheet metrics daily both by business and on a consolidated basis, including asset and liability size and composition, aged inventory, limit utilization, risk measures and capital usage. We allocate assets to businesses and review and analyze movements resulting from new business activity as well as market fluctuations.

**Scenario Analyses.** We conduct scenario analyses to determine how we would manage the size and composition of our balance sheet and maintain appropriate funding, liquidity and capital positions in a variety of situations:

- These scenarios cover short-term and long-term time horizons using various macroeconomic and firm-specific assumptions. We use these analyses to assist us in developing longer-term funding plans, including the level of unsecured debt issuances, the size of our secured funding program and the amount and composition of our equity capital. We also consider any potential future constraints, such as limits on our ability to grow our asset base in the absence of appropriate funding.
- Through our capital planning and stress testing process, which incorporates our internally designed stress tests and those required under the CCAR and Dodd-Frank Act Stress Tests (DFAST) as well as our resolution and recovery planning, we further analyze how we would manage our balance sheet and risks through the duration of a severe crisis, and we develop plans to access funding, generate liquidity, and/or redeploy or issue equity capital, as appropriate.

### Balance Sheet Allocation

In addition to preparing our consolidated statements of financial condition in accordance with U.S. GAAP, we prepare a balance sheet that generally allocates assets to our businesses, which is a non-GAAP presentation and may not be comparable to similar non-GAAP presentations used by other companies. We believe that presenting our assets on this basis is meaningful because it is consistent with the way management views and manages risks associated with the firm's assets and better enables investors to assess the liquidity of the firm's assets.

Below is a description of the captions in the following table, which presents this balance sheet allocation.

**Excess Liquidity and Cash.** We maintain substantial excess liquidity to meet a broad range of potential cash outflows and collateral needs in the event of a stressed environment. See "Liquidity Risk Management" below for details on the composition and sizing of our excess liquidity pool or "Global Core Excess" (GCE). In addition to our excess liquidity, we maintain other operating cash balances, primarily for use in specific currencies, entities, or jurisdictions where we do not have immediate access to parent company liquidity.

**Secured Client Financing.** We provide collateralized financing for client positions, including margin loans secured by client collateral, securities borrowed, and resale agreements primarily collateralized by government obligations. As a result of client activities, we are required to segregate cash and securities to satisfy regulatory requirements. Our secured client financing arrangements, which are generally short-term, are accounted for at fair value or at amounts that approximate fair value, and include daily margin requirements to mitigate counterparty credit risk.



**Institutional Client Services.** In Institutional Client Services, we maintain inventory positions to facilitate market-making in fixed income, equity, currency and commodity products. Additionally, as part of market-making activities, we enter into resale or securities borrowing arrangements to obtain securities which we can use to cover transactions in which we or our clients have sold securities that have not yet been purchased. The receivables in Institutional Client Services primarily relate to securities transactions.

**Investing & Lending.** In Investing & Lending, we make investments and originate loans to provide financing to clients. These investments and loans are typically longer-term in nature. We make investments, directly and indirectly through funds that we manage, in debt securities, loans, public and private equity securities, real estate entities and other investments.

**Other Assets.** Other assets are generally less liquid, non-financial assets, including property, leasehold improvements and equipment, goodwill and identifiable intangible assets, income tax-related receivables, equity-method investments, assets classified as held for sale and miscellaneous receivables.

<i>in millions</i>	As of December	
	2013	2012
Excess liquidity (Global Core Excess)	<b>\$184,070</b>	\$174,622
Other cash	<b>5,793</b>	6,839
<b>Excess liquidity and cash</b>	<b>189,863</b>	181,461
<b>Secured client financing</b>	<b>263,386</b>	229,442
Inventory	<b>255,534</b>	318,323
Secured financing agreements	<b>79,635</b>	76,277
Receivables	<b>39,557</b>	36,273
Institutional Client Services	<b>374,726</b>	430,873
Public equity <sup>1</sup>	<b>4,308</b>	5,948
Private equity	<b>16,236</b>	17,401
Debt <sup>2</sup>	<b>23,274</b>	25,386
Receivables and other <sup>3</sup>	<b>17,205</b>	8,421
Investing & Lending	<b>61,023</b>	57,156
<b>Total inventory and related assets</b>	<b>435,749</b>	488,029
<b>Other assets</b>	<b>22,509</b>	39,623 <sup>4</sup>
<b>Total assets</b>	<b>\$911,507</b>	\$938,555

1. December 2012 includes \$2.08 billion related to our investment in the ordinary shares of ICBC, which was sold in the first half of 2013.
2. Includes \$15.76 billion and \$16.50 billion as of December 2013 and December 2012, respectively, of direct loans primarily extended to corporate and private wealth management clients that are accounted for at fair value.
3. Includes \$14.90 billion and \$6.50 billion as of December 2013 and December 2012, respectively, of loans held for investment that are accounted for at amortized cost, net of estimated uncollectible amounts. Such loans are primarily comprised of corporate loans and loans to private wealth management clients.
4. Includes assets related to our Americas reinsurance business classified as held for sale, in which a majority stake was sold in April 2013. See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information.

**Management's Discussion and Analysis**

The tables below present the reconciliation of this balance sheet allocation to our U.S. GAAP balance sheet. In the tables below, total assets for Institutional Client Services and Investing & Lending represent the inventory and related assets. These amounts differ from total assets by

business segment disclosed in Note 25 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K because total assets disclosed in Note 25 include allocations of our excess liquidity and cash, secured client financing and other assets.

<i>in millions</i>	As of December 2013					
	Excess Liquidity and Cash <sup>1</sup>	Secured Client Financing	Institutional Client Services	Investing & Lending	Other Assets	Total Assets
Cash and cash equivalents	\$ 61,133	\$ —	\$ —	\$ —	\$ —	\$ 61,133
Cash and securities segregated for regulatory and other purposes	—	49,671	—	—	—	49,671
Securities purchased under agreements to resell and federal funds sold	64,595	61,510	35,081	546	—	161,732
Securities borrowed	25,113	94,899	44,554	—	—	164,566
Receivables from brokers, dealers and clearing organizations	—	6,650	17,098	92	—	23,840
Receivables from customers and counterparties	—	50,656	22,459	15,820	—	88,935
Financial instruments owned, at fair value	39,022	—	255,534	44,565	—	339,121
Other assets	—	—	—	—	22,509	22,509
<b>Total assets</b>	<b>\$189,863</b>	<b>\$263,386</b>	<b>\$374,726</b>	<b>\$61,023</b>	<b>\$22,509</b>	<b>\$911,507</b>

<i>in millions</i>	As of December 2012					
	Excess Liquidity and Cash <sup>1</sup>	Secured Client Financing	Institutional Client Services	Investing & Lending	Other Assets	Total Assets
Cash and cash equivalents	\$ 72,669	\$ —	\$ —	\$ —	\$ —	\$ 72,669
Cash and securities segregated for regulatory and other purposes	—	49,671	—	—	—	49,671
Securities purchased under agreements to resell and federal funds sold	28,018	84,064	28,960	292	—	141,334
Securities borrowed	41,699	47,877	47,317	—	—	136,893
Receivables from brokers, dealers and clearing organizations	—	4,400	14,044	36	—	18,480
Receivables from customers and counterparties	—	43,430	22,229	7,215	—	72,874
Financial instruments owned, at fair value	39,075	—	318,323	49,613	—	407,011
Other assets	—	—	—	—	39,623	39,623
<b>Total assets</b>	<b>\$181,461</b>	<b>\$229,442</b>	<b>\$430,873</b>	<b>\$57,156</b>	<b>\$39,623</b>	<b>\$938,555</b>

1. Includes unencumbered cash, U.S. government and federal agency obligations (including highly liquid U.S. federal agency mortgage-backed obligations), and German, French, Japanese and United Kingdom government obligations.

As of December 2013, total assets decreased \$27.05 billion from December 2012 due to a decrease in assets related to institutional client services and other assets, partially offset by an increase in secured client financing and excess liquidity and cash. Assets related to institutional client services decreased \$56.15 billion primarily due to a decrease in financial instruments owned, at fair value as a result of decreases in U.S. government and federal agency obligations, non-U.S. government and agency obligations,

derivatives and commodities. In addition, other assets decreased \$17.11 billion primarily due to the sale of a majority stake in our Americas reinsurance business in April 2013. Secured client financing increased \$33.94 billion reflecting an increase in collateralized agreements, primarily due to an increase in client activity. Excess liquidity and cash also increased \$8.40 billion reflecting an increase in collateralized agreements, partially offset by a decrease in cash and cash equivalents.

### Balance Sheet Analysis and Metrics

As of December 2013, total assets on our consolidated statements of financial condition were \$911.51 billion, a decrease of \$27.05 billion from December 2012. This decrease was primarily due to a decrease in financial instruments owned, at fair value of \$67.89 billion, primarily due to decreases in U.S. government and federal agency obligations, non-U.S. government and agency obligations, derivatives and commodities, and a decrease in other assets of \$17.11 billion, primarily due to the sale of a majority stake in our Americas reinsurance business in April 2013. These decreases were partially offset by an increase in collateralized agreements of \$48.07 billion, due to firm and client activity.

As of December 2013, total liabilities on our consolidated statements of financial condition were \$833.04 billion, a decrease of \$29.80 billion from December 2012. This decrease was primarily due to a decrease in other liabilities and accrued expenses of \$26.35 billion, primarily due to the sale of a majority stake in both our Americas reinsurance business in April 2013 and our European insurance business in December 2013, and a decrease in collateralized financings of \$9.24 billion, primarily due to firm financing activities. This decrease was partially offset by an increase in payables to customers and counterparties of \$10.21 billion.

As of December 2013, our total securities sold under agreements to repurchase, accounted for as collateralized financings, were \$164.78 billion, which was 5% higher and 4% higher than the daily average amount of repurchase agreements during the quarter ended and year ended December 2013, respectively. The increase in our repurchase agreements relative to the daily average during 2013 was primarily due to an increase in client activity at the end of the period. As of December 2012, our total securities sold under agreements to repurchase, accounted for as collateralized financings, were \$171.81 billion, which was essentially unchanged and 3% higher than the daily average amount of repurchase agreements during the quarter ended and year ended December 2012, respectively. The increase in our repurchase agreements relative to the daily average during 2012 was primarily due to an increase in firm financing activities at the end of the period. The level of our repurchase agreements fluctuates between and within periods, primarily due to providing clients with access to highly liquid collateral, such as U.S. government and federal agency, and investment-grade sovereign obligations through collateralized financing activities.

The table below presents information on our assets, unsecured long-term borrowings, shareholders' equity and leverage ratios.

<i>\$ in millions</i>	As of December	
	2013	2012
Total assets	<b>\$911,507</b>	\$938,555
Unsecured long-term borrowings	<b>\$160,965</b>	\$167,305
Total shareholders' equity	<b>\$ 78,467</b>	\$ 75,716
Leverage ratio	<b>11.6x</b>	12.4x
Debt to equity ratio	<b>2.1x</b>	2.2x

**Leverage ratio.** The leverage ratio equals total assets divided by total shareholders' equity and measures the proportion of equity and debt the firm is using to finance assets. This ratio is different from the Tier 1 leverage ratio included in "Equity Capital — Consolidated Regulatory Capital Ratios" below, and further described in Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.

**Debt to equity ratio.** The debt to equity ratio equals unsecured long-term borrowings divided by total shareholders' equity.

## Management's Discussion and Analysis

### Funding Sources

Our primary sources of funding are secured financings, unsecured long-term and short-term borrowings, and deposits. We seek to maintain broad and diversified funding sources globally across products, programs, markets, currencies and creditors to avoid funding concentrations.

We raise funding through a number of different products, including:

- collateralized financings, such as repurchase agreements, securities loaned and other secured financings;
- long-term unsecured debt (including structured notes) through syndicated U.S. registered offerings, U.S. registered and Rule 144A medium-term note programs, offshore medium-term note offerings and other debt offerings;
- savings and demand deposits through deposit sweep programs and time deposits through internal and third-party broker-dealers; and
- short-term unsecured debt through U.S. and non-U.S. hybrid financial instruments, commercial paper and promissory note issuances and other methods.

Our funding is primarily raised in U.S. dollar, Euro, British pound and Japanese yen. We generally distribute our funding products through our own sales force and third-party distributors to a large, diverse creditor base in a variety of markets in the Americas, Europe and Asia. We believe that our relationships with our creditors are critical to our liquidity. Our creditors include banks, governments, securities lenders, pension funds, insurance companies, mutual funds and individuals. We have imposed various internal guidelines to monitor creditor concentration across our funding programs.

**Secured Funding.** We fund a significant amount of inventory on a secured basis. Secured funding is less sensitive to changes in our credit quality than unsecured funding, due to our posting of collateral to our lenders. Nonetheless, we continually analyze the refinancing risk of our secured funding activities, taking into account trade tenors, maturity profiles, counterparty concentrations, collateral eligibility and counterparty rollover probabilities. We seek to mitigate our refinancing risk by executing term trades with staggered maturities, diversifying counterparties, raising excess secured funding, and pre-funding residual risk through our GCE.

We seek to raise secured funding with a term appropriate for the liquidity of the assets that are being financed, and we seek longer maturities for secured funding collateralized by asset classes that may be harder to fund on a secured basis especially during times of market stress. Substantially all of our secured funding, excluding funding collateralized by liquid government obligations, is executed for tenors of one month or greater. Assets that may be harder to fund on a secured basis during times of market stress include certain financial instruments in the following categories: mortgage and other asset-backed loans and securities, non-investment grade corporate debt securities, equities and convertible debentures and emerging market securities. Assets that are classified as level 3 in the fair value hierarchy are generally funded on an unsecured basis. See Notes 5 and 6 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about the classification of financial instruments in the fair value hierarchy and “— Unsecured Long-Term Borrowings” below for further information about the use of unsecured long-term borrowings as a source of funding.

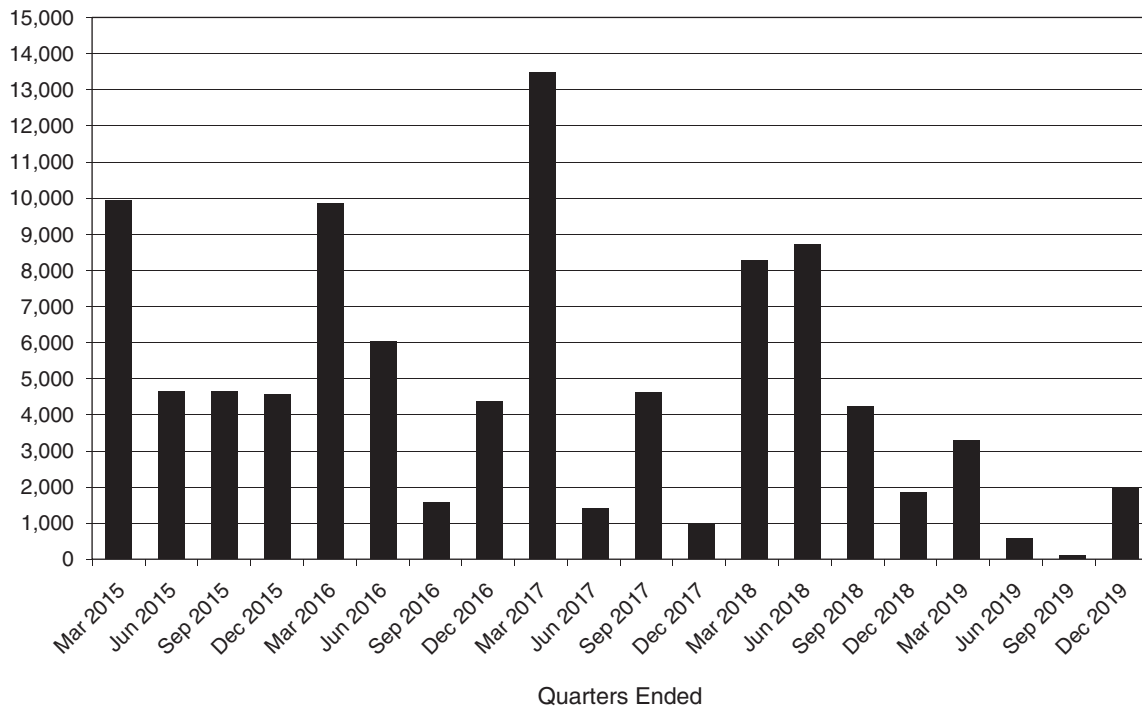
The weighted average maturity of our secured funding, excluding funding collateralized by highly liquid securities eligible for inclusion in our GCE, exceeded 100 days as of December 2013.

A majority of our secured funding for securities not eligible for inclusion in the GCE is executed through term repurchase agreements and securities lending contracts. We also raise financing through other types of collateralized financings, such as secured loans and notes.

GS Bank USA has access to funding through the Federal Reserve Bank discount window. While we do not rely on this funding in our liquidity planning and stress testing, we maintain policies and procedures necessary to access this funding and test discount window borrowing procedures.

**Unsecured Long-Term Borrowings.** We issue unsecured long-term borrowings as a source of funding for inventory and other assets and to finance a portion of our GCE. We issue in different tenors, currencies and products to maximize the diversification of our investor base. The table below presents our quarterly unsecured long-term borrowings maturity profile through the fourth quarter of 2019 as of December 2013.

**Unsecured Long-Term Borrowings Maturity Profile**  
*\$ in millions*



The weighted average maturity of our unsecured long-term borrowings as of December 2013 was approximately eight years. To mitigate refinancing risk, we seek to limit the principal amount of debt maturing on any one day or during any week or year. We enter into interest rate swaps to convert a substantial portion of our long-term

borrowings into floating-rate obligations in order to manage our exposure to interest rates. See Note 16 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our unsecured long-term borrowings.

**Management's Discussion and Analysis**

**Deposits.** As part of our efforts to diversify our funding base, deposits have become a more meaningful share of our funding activities mainly through GS Bank USA and Goldman Sachs International Bank (GSIB). The table below presents the type and sources of our deposits.

<i>in millions</i>	As of December 2013	
	Type of Deposit	
	Savings and Demand <sup>1</sup>	Time <sup>2</sup>
Private bank deposits <sup>3</sup>	\$30,475	\$ 212
Certificates of deposit	—	19,709
Deposit sweep programs <sup>4</sup>	15,511	—
Institutional	33	4,867
<b>Total <sup>5</sup></b>	<b>\$46,019</b>	<b>\$24,788</b>

1. Represents deposits with no stated maturity.

2. Weighted average maturity of approximately three years.

3. Substantially all were from overnight deposit sweep programs related to private wealth management clients.

4. Represents long-term contractual agreements with several U.S. broker-dealers who sweep client cash to FDIC-insured deposits.

5. Deposits insured by the FDIC as of December 2013 were approximately \$41.22 billion.

**Unsecured Short-Term Borrowings.** A significant portion of our short-term borrowings was originally long-term debt that is scheduled to mature within one year of the reporting date. We use short-term borrowings to finance liquid assets and for other cash management purposes. We issue hybrid financial instruments, commercial paper and promissory notes.

As of December 2013, our unsecured short-term borrowings, including the current portion of unsecured long-term borrowings, were \$44.69 billion. See Note 15 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our unsecured short-term borrowings.

**Equity Capital**

Capital adequacy is of critical importance to us. Our objective is to be conservatively capitalized in terms of the amount and composition of our equity base, both relative to our risk exposures and compared to external requirements and benchmarks. Accordingly, we have in place a comprehensive capital management policy that provides a framework and set of guidelines to assist us in determining the level and composition of capital that we target and maintain.

We determine the appropriate level and composition of our equity capital by considering multiple factors including our current and future consolidated regulatory capital requirements, the results of our capital planning and stress testing process and other factors such as rating agency guidelines, subsidiary capital requirements, the business environment, conditions in the financial markets, and assessments of potential future losses due to adverse changes in our business and market environments. Our capital planning and stress testing process incorporates our internally designed stress tests and those required under CCAR and DFAST, and is also designed to identify and measure material risks associated with our business activities, including market risk, credit risk and operational risk. We project sources and uses of capital given a range of business environments, including stressed conditions. In addition, as part of our comprehensive capital management policy, we maintain a contingency capital plan that provides a framework for analyzing and responding to an actual or perceived capital shortfall.

As required by the Federal Reserve Board's annual CCAR guidelines, U.S. bank holding companies with total consolidated assets of \$50 billion or greater submit capital plans for review by the Federal Reserve Board. The purpose of the Federal Reserve Board's review is to ensure that these institutions have a robust, forward-looking capital planning process that accounts for their unique risks and that permits continued operations during times of economic and financial stress.

## Management's Discussion and Analysis

The Federal Reserve Board evaluates a bank holding company based, in part, on whether it has the capital necessary to continue operating under the baseline and stress scenarios provided by the Federal Reserve Board and under the scenarios developed by the bank holding company. This evaluation also takes into account a bank holding company's process for identifying risk, its controls and governance for capital planning, and its guidelines for making capital planning decisions. In addition, as part of its review, the Federal Reserve Board evaluates a bank holding company's plan to make capital distributions (i.e., dividend payments, repurchases or redemptions of stock, subordinated debt or other capital securities) across a range of macroeconomic scenarios and firm-specific assumptions. Additionally, the Federal Reserve Board evaluates a bank holding company's plan to issue capital.

In addition, the DFAST rules require us to conduct stress tests on a semi-annual basis and publish a summary of certain results. The annual DFAST submission is incorporated into the CCAR submission. The Federal Reserve Board also conducts its own annual stress tests and publishes a summary of certain results.

As part of our initial 2013 CCAR submission, the Federal Reserve Board informed us that it did not object to our proposed capital actions, including the repurchase of outstanding common stock, a potential increase in our quarterly common stock dividend and the possible issuance, redemption and modification of other capital securities through the first quarter of 2014. As required by the Federal Reserve Board, we resubmitted our 2013 capital plan in September 2013, incorporating certain enhancements to our stress testing process. In December 2013, the Federal Reserve Board informed us that it did not object to our resubmitted capital plan. We submitted our 2014 CCAR to the Federal Reserve in January 2014 and expect to publish a summary of our annual DFAST results in March 2014. See "Business — Available Information" in Part I, Item 1 of the 2013 Form 10-K.

In addition, we submitted the results of our mid-cycle DFAST to the Federal Reserve Board in July 2013 and published a summary of our mid-cycle DFAST results under our internally developed severely adverse scenario in September 2013. Our internally developed severely adverse scenario is designed to stress the firm's risks and idiosyncratic vulnerabilities and assess the firm's pro-forma capital position and ratios under the hypothetical stressed

environment. We provide additional information on our internal stress testing process, our internally developed severely adverse scenario used for mid-cycle DFAST and a summary of the results on our web site as described under "Business — Available Information" in Part I, Item 1 of the 2013 Form 10-K.

Our consolidated regulatory capital requirements are determined by the Federal Reserve Board, as described below.

As of December 2013, our total shareholders' equity was \$78.47 billion (consisting of common shareholders' equity of \$71.27 billion and preferred stock of \$7.20 billion). As of December 2012, our total shareholders' equity was \$75.72 billion (consisting of common shareholders' equity of \$69.52 billion and preferred stock of \$6.20 billion). See "— Consolidated Regulatory Capital Ratios" below for information regarding the impact of regulatory developments.

### Consolidated Regulatory Capital

The Federal Reserve Board is the primary regulator of Group Inc., a bank holding company under the Bank Holding Company Act of 1956 (BHC Act) and a financial holding company under amendments to the BHC Act effected by the U.S. Gramm-Leach-Bliley Act of 1999. As a bank holding company, we are subject to consolidated risk-based regulatory capital requirements. These requirements are computed in accordance with the Federal Reserve Board's risk-based capital regulations which, as of December 2013, were based on the Basel I Capital Accord of the Basel Committee and also reflected the Federal Reserve Board's revised market risk regulatory capital requirements which became effective on January 1, 2013. These capital requirements are expressed as capital ratios that compare measures of capital to risk-weighted assets (RWAs). The capital regulations also include requirements with respect to leverage. The firm's capital levels are also subject to qualitative judgments by its regulators about components of capital, risk weightings and other factors. Beginning January 1, 2014, the Federal Reserve Board implemented revised consolidated regulatory capital and leverage requirements.

See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information regarding the firm's current RWAs, required minimum capital ratios and the Revised Capital Framework (defined below).

**Management's Discussion and Analysis****Consolidated Regulatory Capital Ratios**

The table below presents information about our regulatory capital ratios and Tier 1 leverage ratio under Basel I, as implemented by the Federal Reserve Board. The information as of December 2013 reflects the revised market risk regulatory capital requirements. The information as of December 2012 is prior to the implementation of these revised market risk regulatory capital requirements. In the table below:

- Equity investments in certain entities primarily represent a portion of our nonconsolidated equity investments.
- Disallowed deferred tax assets represent certain deferred tax assets that are excluded from regulatory capital based upon an assessment which, in addition to other factors, includes an estimate of future taxable income.
- Debt valuation adjustment represents the cumulative change in the fair value of our unsecured borrowings attributable to the impact of changes in our own credit spreads (net of tax at the applicable tax rate).
- Other adjustments within our Tier 1 common capital include net unrealized gains/(losses) on available-for-sale securities (net of tax at the applicable tax rate), the cumulative change in our pension and postretirement liabilities (net of tax at the applicable tax rate) and investments in certain nonconsolidated entities.
- Qualifying subordinated debt represents subordinated debt issued by Group Inc. with an original term to maturity of five years or greater. The outstanding amount of subordinated debt qualifying for Tier 2 capital is reduced, or discounted, upon reaching a remaining maturity of five years. See Note 16 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information about our subordinated debt.

<i>\$ in millions</i>	As of December	
	2013	2012
Common shareholders' equity	\$ 71,267	\$ 69,516
Goodwill	(3,705)	(3,702)
Identifiable intangible assets	(671)	(1,397)
Equity investments in certain entities	(3,314)	(4,805)
Disallowed deferred tax assets	(498)	(1,261)
Debt valuation adjustment	10	(180)
Other adjustments	159	(124)
<b>Tier 1 Common Capital</b>	<b>63,248</b>	58,047
Perpetual non-cumulative preferred stock	7,200	6,200
Junior subordinated debt issued to trusts <sup>1</sup>	2,063	2,750
Other adjustments	(40)	(20)
<b>Tier 1 Capital</b>	<b>72,471</b>	66,977
Qualifying subordinated debt	12,773	13,342
Junior subordinated debt issued to trusts <sup>1</sup>	687	—
Other adjustments	172	87
<b>Tier 2 Capital</b>	<b>13,632</b>	13,429
<b>Total Capital</b>	<b>\$ 86,103</b>	\$ 80,406
<b>Credit RWAs</b>	<b>\$268,247</b>	\$287,526
<b>Market RWAs</b>	<b>164,979</b>	112,402
<b>Total RWAs</b>	<b>\$433,226</b>	\$399,928
<b>Tier 1 Common Ratio <sup>2</sup></b>	<b>14.6%</b>	14.5%
<b>Tier 1 Capital Ratio</b>	<b>16.7%</b>	16.7%
<b>Total Capital Ratio</b>	<b>19.9%</b>	20.1%
<b>Tier 1 Leverage Ratio <sup>3</sup></b>	<b>8.1%</b>	7.3%

1. On January 1, 2013, we began to incorporate the Dodd-Frank Act's phase-out of regulatory capital treatment for junior subordinated debt issued to trusts by allowing for only 75% of these capital instruments to be included in Tier 1 capital and 25% to be designated as Tier 2 capital in the calculation of our current capital ratios. In July 2013, the Agencies finalized the phase-out provisions of these capital instruments. See Note 16 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information about the junior subordinated debt issued to trusts.

2. The Tier 1 common ratio equals Tier 1 common capital divided by RWAs. We believe that the Tier 1 common ratio is meaningful because it is one of the measures that we, our regulators and investors use to assess capital adequacy. The Tier 1 common ratio is a non-GAAP measure and may not be comparable to similar non-GAAP measures used by other companies.

3. See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information about the firm's Tier 1 leverage ratio.



**Management's Discussion and Analysis**

Our Tier 1 capital ratio was 16.7%, unchanged compared with December 2012 primarily reflecting an increase in RWAs, offset by an increase in Tier 1 capital. The increase in RWAs was primarily driven by the implementation of the revised market risk regulatory capital requirements. These requirements are a significant part of the regulatory capital changes that will ultimately be reflected in our Basel III capital ratios.

The table below presents the changes in Tier 1 common capital, Tier 1 capital and Tier 2 capital during 2013 and 2012.

<i>in millions</i>	Year Ended	
	December 2013	December 2012
<b>Tier 1 Common Capital</b>		
Balance, beginning of period	\$58,047	\$55,162
Increase in common shareholders' equity	1,751	2,237
(Increase)/decrease in goodwill	(3)	100
Decrease in identifiable intangible assets	726	269
(Increase)/decrease in equity investments in certain entities	1,491	(249)
(Increase)/decrease in disallowed deferred tax assets	763	(188)
Change in debt valuation adjustment	190	484
Change in other adjustments	283	232
Balance, end of period	\$63,248	\$58,047
<b>Tier 1 Capital</b>		
Balance, beginning of period	\$66,977	\$63,262
Net increase in Tier 1 common capital	5,201	2,885
Increase in perpetual non-cumulative preferred stock	1,000	3,100
Change in junior subordinated debt issued to trusts	—	(2,250)
Redesignation of junior subordinated debt issued to trusts	(687)	—
Change in other adjustments	(20)	(20)
Balance, end of period	72,471	66,977
<b>Tier 2 Capital</b>		
Balance, beginning of period	13,429	13,881
Decrease in qualifying subordinated debt	(569)	(486)
Redesignation of junior subordinated debt issued to trusts	687	—
Change in other adjustments	85	34
Balance, end of period	13,632	13,429
<b>Total Capital</b>	<b>\$86,103</b>	<b>\$80,406</b>

See "Business — Regulation" in Part I, Item 1 of the 2013 Form 10-K and Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information about our regulatory capital ratios and related regulatory requirements, including pending and proposed regulatory changes.

**Risk-Weighted Assets**

RWAs under the Federal Reserve Board's risk-based capital requirements are calculated based on measures of credit risk and market risk.

RWAs for credit risk reflect amounts for on-balance-sheet and off-balance-sheet exposures. Credit risk requirements for on-balance-sheet assets, such as receivables and cash, are generally based on the balance sheet value. Credit risk requirements for securities financing transactions are determined based upon the positive net exposure for each trade, and include the effect of counterparty netting and collateral, as applicable. For off-balance-sheet exposures, including commitments and guarantees, a credit equivalent amount is calculated based on the notional amount of each trade. Requirements for OTC derivatives are based on a combination of positive net exposure and a percentage of the notional amount of each trade, and include the effect of counterparty netting and collateral, as applicable. All such assets and exposures are then assigned a risk weight depending on, among other things, whether the counterparty is a sovereign, bank or a qualifying securities firm or other entity (or if collateral is held, depending on the nature of the collateral).

As of December 2012, RWAs for market risk were determined by reference to the firm's Value-at-Risk (VaR) model, supplemented by the standardized measurement method used to determine RWAs for specific risk for certain positions. Under the Federal Reserve Board's revised market risk regulatory capital requirements, which became effective on January 1, 2013, the methodology for calculating RWAs for market risk was changed. RWAs for market risk are determined using VaR, stressed VaR, incremental risk, comprehensive risk and a standardized measurement method for specific risk.

**Management's Discussion and Analysis**

VaR is the potential loss in value of inventory positions, as well as certain other financial assets and financial liabilities, due to adverse market movements over a defined time horizon with a specified confidence level. For both risk management purposes and regulatory capital calculations we use a single VaR model which captures risks including interest rates, equity prices, currency rates and commodity prices. VaR used for regulatory capital requirements (regulatory VaR) differs from risk management VaR due to different time horizons and confidence levels (10-day and 99% for regulatory VaR vs. one-day and 95% for risk management VaR), as well as differences in the scope of positions on which VaR is calculated. Stressed VaR is the potential loss in value of inventory positions during a period of significant market stress. Incremental risk is the potential loss in value of non-securitized inventory positions due to the default or credit migration of issuers of financial instruments over a one-year time horizon. Comprehensive risk is the potential loss in value, due to price risk and defaults, within the firm's credit correlation positions. The standardized measurement method is used to determine RWAs for specific risk for certain positions by applying supervisory defined risk-weighting factors to such positions after applicable netting is performed.

We provide additional information on regulatory VaR, stressed VaR, incremental risk, comprehensive risk and the standardized measurement method for specific risk on our web site as described under "Business — Available Information" in Part I, Item 1 of the 2013 Form 10-K.

The table below presents information on the components of RWAs within our consolidated regulatory capital ratios, which were based on Basel I, as implemented by the Federal Reserve Board, and also reflected the revised market risk regulatory capital requirements.

<i>in millions</i>	<b>As of December 2013</b>
<b>Credit RWAs</b>	
OTC derivatives	<b>\$ 94,753</b>
Commitments and guarantees <sup>1</sup>	<b>47,397</b>
Securities financing transactions <sup>2</sup>	<b>30,010</b>
Other <sup>3</sup>	<b>96,087</b>
<b>Total Credit RWAs</b>	<b>268,247</b>
<b>Market RWAs</b>	
Regulatory VaR	<b>13,425</b>
Stressed VaR	<b>38,250</b>
Incremental risk	<b>9,463</b>
Comprehensive risk	<b>18,150</b>
Specific risk	<b>85,691</b>
<b>Total Market RWAs</b>	<b>164,979</b>
<b>Total RWAs <sup>4</sup></b>	<b>\$433,226</b>

1. Principally includes certain commitments to extend credit and letters of credit.
2. Represents resale and repurchase agreements and securities borrowed and loaned transactions.
3. Principally includes receivables from customers, certain loans, other assets, and cash and cash equivalents.
4. Under the current regulatory capital framework, there is no explicit requirement for Operational risk.

The table below presents the changes in these RWAs from December 31, 2012 to December 31, 2013.

<i>in millions</i>	<b>Period Ended December 2013</b>
<b>Risk-Weighted Assets</b>	
Balance, December 31, 2012	<b>\$399,928</b>
<b>Credit RWAs</b>	
Decrease in OTC derivatives	<b>(12,516)</b>
Increase in commitments and guarantees	<b>1,390</b>
Decrease in securities financing transactions	<b>(17,059)</b>
Change in other	<b>8,906</b>
<b>Change in Credit RWAs</b>	<b>(19,279)</b>
<b>Market RWAs</b>	
Increase related to the revised market risk rules	<b>127,608</b>
Decrease in regulatory VaR	<b>(2,038)</b>
Decrease in stressed VaR	<b>(13,700)</b>
Decrease in incremental risk	<b>(17,350)</b>
Decrease in comprehensive risk	<b>(9,568)</b>
Decrease in specific risk	<b>(32,375)</b>
<b>Change in Market RWAs</b>	<b>52,577</b>
<b>Total RWAs, end of period</b>	<b>\$433,226</b>

Credit RWAs decreased \$19.28 billion compared with December 2012, primarily due to a decrease in securities financing exposure. Market RWAs increased by \$52.58 billion compared with December 2012, reflecting the impact of the revised market risk regulatory capital requirements, which became effective on January 1, 2013, partially offset by, among other things, a decrease in specific risk due to a decrease in inventory.

We also attribute RWAs to our business segments. As of December 2013, approximately 80% of RWAs were attributed to our Institutional Client Services segment and substantially all of the remaining RWAs were attributed to our Investing & Lending segment.

### **Revised Capital Framework**

The Agencies have approved revised risk-based capital and leverage ratio regulations establishing a new comprehensive capital framework for U.S. banking organizations (Revised Capital Framework). These regulations are largely based on the Basel Committee's December 2010 final capital framework for strengthening international capital standards (Basel III), and significantly revise the risk-based capital and leverage ratio requirements applicable to bank holding companies as compared to the previous U.S. risk-based capital and leverage ratio rules, and thereby, implement certain provisions of the Dodd-Frank Act.

Under the Revised Capital Framework, Group Inc. is an "Advanced approach" banking organization. See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about the Revised Capital Framework, including the difference between the "Standardized approach" and the Basel III Advanced approach.

**Estimated Capital Ratios.** We estimate that the firm's ratio of Basel III Common Equity Tier 1 (CET1) to RWAs calculated under the Basel III Advanced approach (Basel III Advanced CET1 ratio) as of December 2013 would have been 9.8% on a fully phased-in basis (i.e., after the expiration of transition provisions). The estimate of the Basel III Advanced CET1 ratio will continue to evolve as we assess the details of these rules and discuss their interpretation and application with our regulators.

Management believes that the estimated Basel III Advanced CET1 ratio is meaningful because it is one of the measures that we, our regulators and investors use to assess capital adequacy. The estimated Basel III Advanced CET1 ratio is a non-GAAP measure as of December 2013 and may not be comparable to similar non-GAAP measures used by other companies (as of that date). It will become a formal regulatory measure for the firm on April 1, 2014.

**Management's Discussion and Analysis**

The table below presents a reconciliation of our common shareholders' equity to the estimated Basel III Advanced CET1 on a fully phased-in basis.

<i>\$ in millions</i>	<b>As of December 2013</b>
Common shareholders' equity	<b>\$ 71,267</b>
Goodwill	<b>(3,705)</b>
Identifiable intangible assets	<b>(671)</b>
Deferred tax liabilities	<b>908</b>
Goodwill and identifiable intangible assets, net of deferred tax liabilities	<b>(3,468)</b>
Deductions for investments in nonconsolidated financial institutions <sup>1</sup>	<b>(9,091)</b>
Other adjustments <sup>2</sup>	<b>(489)</b>
<b>Basel III CET1</b>	<b>\$ 58,219</b>
<b>Basel III Advanced RWAs</b>	<b>\$594,662</b>
<b>Basel III Advanced CET1 Ratio</b>	<b>9.8%</b>

1. This deduction, which represents the fully phased-in requirement, is the amount by which our investments in the capital of nonconsolidated financial institutions exceed certain prescribed thresholds. During both the transitional period and thereafter, no deduction will be required if the applicable proportion of our investments in the capital of nonconsolidated financial institutions falls below the prescribed thresholds.

2. Principally includes credit valuation adjustments on derivative liabilities and debt valuation adjustments, as well as other required credit risk-based deductions.

In addition, beginning with the first quarter of 2015, subject to transitional provisions, we will also be required to disclose ratios calculated under the Standardized approach. Our estimated CET1 ratio under the Standardized approach (Standardized CET1 ratio) on a fully phased-in basis was approximately 60 basis points lower than our estimated Basel III Advanced CET1 ratio in the table above.

Both the Basel III Advanced CET1 ratio and the Standardized CET1 ratio are subject to transitional provisions. Reflecting the transitional provisions that became effective January 1, 2014, our estimated Basel III Advanced CET1 ratio and our estimated Standardized CET1 ratio are approximately 150 basis points higher than the respective CET1 ratios on a fully phased-in basis as of December 2013.

Effective January 1, 2014, Group Inc.'s capital and leverage ratios are calculated under, and subject to the minimums as defined in, the Revised Capital Framework. The changes to the definition of capital and minimum ratios, subject to transitional provisions, were effective beginning January 1, 2014. RWAs are based on Basel I Adjusted, as defined in Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K. The firm will transition to Basel III beginning on April 1, 2014. Including the impact of the changes to the definition of regulatory capital and reflecting the transitional provisions effective in 2014, our estimated CET1 ratio (CET1 to RWAs on a Basel I Adjusted basis) as of December 2013 would have been essentially unchanged as compared to our Tier 1 common ratio under Basel I.

**Regulatory Leverage Ratios.** The Revised Capital Framework increased the minimum Tier 1 leverage ratio applicable to us from 3% to 4% effective January 1, 2014.

In addition, the Revised Capital Framework will introduce a new Tier 1 supplementary leverage ratio (supplementary leverage ratio) for Advanced approach banking organizations. The supplementary leverage ratio compares Tier 1 capital (as defined under the Revised Capital Framework) to a measure of leverage exposure, defined as the sum of the firm's assets less certain CET1 deductions plus certain off-balance-sheet exposures, including a measure of derivatives exposures and commitments. The Revised Capital Framework requires a minimum supplementary leverage ratio of 3%, effective January 1, 2018, but with disclosure required beginning in the first quarter of 2015. In addition, subsequent to the approval of the Revised Capital Framework, the Agencies issued a proposal to increase the minimum supplementary leverage ratio requirement for the largest U.S. banks (those deemed to be global systemically important banking institutions (G-SIBs) under the Basel G-SIB framework). These proposals would require the firm and other G-SIBs to meet a 5% supplementary leverage ratio (comprised of the minimum requirement of 3% plus a 2% buffer). As of December 2013, our estimated supplementary leverage ratio based on the Revised Capital Framework approximates this proposed minimum.

In addition, the Basel Committee recently finalized revisions that would increase the size of the leverage exposure for purposes of the supplementary leverage ratio, but would retain a minimum supplementary leverage ratio requirement of 3%. It is not known with certainty at this point whether the U.S. regulators will adopt this revised definition of leverage into their rules and proposals for the supplementary leverage ratio.

## Management's Discussion and Analysis

### Other Developments

The Basel Committee and the Financial Stability Board (established at the direction of the leaders of the Group of 20) have also recently issued several consultative papers which propose further changes to capital regulations. In particular, the Basel Committee has issued consultation papers on a "Fundamental Review of the Trading Book" and "Revisions to the Securitization Framework" that could have an impact on the level of the firm's RWAs and regulatory capital ratios.

The European Union (EU) finalized legislation to implement Basel III, which became effective on January 1, 2014. The Dodd-Frank Act, other reform initiatives proposed and announced by the Agencies, the Basel Committee, and other governmental entities and regulators (including the EU and the U.K.'s Financial Services Authority (FSA) which was replaced by the Prudential Regulation Authority and the Financial Conduct Authority (FCA) on April 1, 2013) are not in all cases consistent with one another, which adds further uncertainty to the firm's future capital, leverage and liquidity requirements, and those of the firm's subsidiaries.

The Dodd-Frank Act contains provisions that require the registration of all swap dealers, major swap participants, security-based swap dealers and major security-based swap participants. The firm has registered certain subsidiaries as "swap dealers" under the CFTC rules, including GS&Co., GS Bank USA, Goldman Sachs International (GSI), and J. Aron & Company. These entities and other entities that would require registration under the CFTC or SEC rules will be subject to regulatory capital requirements, which have not been finalized by the CFTC and SEC.

### Capital Planning and Stress Testing Process

Our capital planning and stress testing process incorporates our internally designed stress tests and those required under CCAR and DFAST. The process is designed to identify and measure material risks associated with our business activities. We also attribute capital usage to each of our businesses and maintain a contingency capital plan.

**Stress Testing.** Our stress testing process incorporates an internal capital adequacy assessment with the objective of ensuring that the firm is appropriately capitalized relative to the risks in our business. As part of our assessment, we project sources and uses of capital given a range of business environments, including stressed conditions. Our stress scenarios incorporate our internally designed stress tests and those required under CCAR and DFAST and are designed to capture our specific vulnerabilities and risks and to analyze whether the firm holds an appropriate amount of capital. Our goal is to hold sufficient capital to ensure we remain adequately capitalized after experiencing a severe stress event. Our assessment of capital adequacy is viewed in tandem with our assessment of liquidity adequacy and is integrated into the overall risk management structure, governance and policy framework of the firm.

**Internal Risk-Based Capital Assessment.** As part of our capital planning and stress testing process, we perform an internal risk-based capital assessment. This assessment incorporates market risk, credit risk and operational risk. Market risk is calculated by using VaR calculations supplemented by risk-based add-ons which include risks related to rare events (tail risks). Credit risk utilizes assumptions about our counterparties' probability of default and the size of our losses in the event of a default. Operational risk is calculated based on scenarios incorporating multiple types of operational failures as well as incorporating internal and external actual loss experience. Backtesting is used to gauge the effectiveness of models at capturing and measuring relevant risks.

**Capital Attribution.** We attribute capital usage to each of our businesses based upon regulatory capital requirements as well as our internal risk-based capital assessment. We manage the levels of our capital usage based upon the established balance sheet and risk limits.

**Contingency Capital Plan.** As part of our comprehensive capital management policy, we maintain a contingency capital plan. Our contingency capital plan provides a framework for analyzing and responding to a perceived or actual capital deficiency, including, but not limited to, identification of drivers of a capital deficiency, as well as mitigants and potential actions. It outlines the appropriate communication procedures to follow during a crisis period, including internal dissemination of information as well as ensuring timely communication with external stakeholders.

## Management's Discussion and Analysis

### Rating Agency Guidelines

The credit rating agencies assign credit ratings to the obligations of Group Inc., which directly issues or guarantees substantially all of the firm's senior unsecured obligations. GS&Co., GSI and GSIB have been assigned long- and short-term issuer ratings by certain credit rating agencies. GS Bank USA has also been assigned long- and short-term issuer ratings, as well as ratings on its long-term and short-term bank deposits. In addition, credit rating agencies have assigned ratings to debt obligations of certain other subsidiaries of Group Inc.

The level and composition of our equity capital are among the many factors considered in determining our credit ratings. Each agency has its own definition of eligible capital and methodology for evaluating capital adequacy, and assessments are generally based on a combination of factors rather than a single calculation. See "Liquidity Risk Management — Credit Ratings" for further information about credit ratings of Group Inc., GS Bank USA, GS&Co., GSI and GSIB.

### Subsidiary Capital Requirements

Many of our subsidiaries, including GS Bank USA and our broker-dealer subsidiaries, are subject to separate regulation and capital requirements of the jurisdictions in which they operate.

**GS Bank USA.** GS Bank USA is subject to minimum capital requirements that are calculated in a manner similar to those applicable to bank holding companies and computes its risk-based capital ratios in accordance with the regulatory capital requirements applicable to state member banks, which, as of December 2013, were based on Basel I, and also reflected the revised market risk regulatory capital requirements as implemented by the Federal Reserve Board. The capital regulations also include requirements with respect to leverage. See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about GS Bank USA's regulatory capital ratios. GS Bank USA is also subject to the Revised Capital Framework, beginning January 1, 2014.

In addition to revisions to the risk-based capital ratios, GS Bank USA is now subject to a 4% minimum Tier 1 leverage ratio requirement, and as an Advanced approach banking organization, will be subject to a new minimum supplementary leverage ratio (as described above) of 3% effective January 1, 2018.

Shortly after the approval of the Revised Capital Framework, the Agencies issued a proposal that also requires that U.S. insured depository institution subsidiaries of U.S. G-SIBs, such as GS Bank USA, meet a "well-capitalized" supplementary leverage ratio requirement of 6%. If these proposals are enacted as proposed, these higher requirements would be effective beginning January 1, 2018. As of December 2013, GS Bank USA's estimated supplementary leverage ratio based on the Revised Capital Framework approximates this proposed minimum.

In addition, the Basel Committee's recently finalized revisions regarding the supplementary leverage ratio discussed above may also be applicable to GS Bank USA.

See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about the Revised Capital Framework as it relates to GS Bank USA and incremental capital requirements for domestic systemically important banking institutions.

For purposes of assessing the adequacy of its capital, GS Bank USA also performs an internal capital adequacy assessment which is similar to that performed by Group Inc. In addition, the rules adopted by the Federal Reserve Board under the Dodd-Frank Act require GS Bank USA to conduct stress tests on an annual basis and publish a summary of certain results. GS Bank USA submitted its annual DFAST stress results to the Federal Reserve in January 2014 and expects to publish a summary of its results in March 2014. GS Bank USA's capital levels and prompt corrective action classification are subject to qualitative judgments by its regulators about components of capital, risk weightings and other factors.

## Management's Discussion and Analysis

**GSI.** Our regulated U.K. broker-dealer, GSI, is one of the firm's principal non-U.S. regulated subsidiaries and is regulated by the PRA and the FCA. As of December 2013 and December 2012, GSI was subject to capital regulations, which were based on the Basel Committee's June 2006 Framework (Basel II) as modified by the Basel Committee's February 2011 Revisions to the Basel II market risk framework and as implemented in the European Union through the Capital Requirements Directives. As of December 2013 and December 2012, GSI had a Tier 1 capital ratio of 14.4% and 11.5%, respectively, and a Total capital ratio of 18.5% and 16.9%, respectively. The minimum Tier 1 capital ratio under PRA rules was 4%, and the minimum Total capital ratio was 8%. The PRA has significantly revised its capital regulations effective beginning January 1, 2014; the revised regulations are largely based on Basel III and, similar to the Revised Capital Framework, also introduce leverage ratio reporting requirements.

**Other Subsidiaries.** We expect that the capital requirements of several of our subsidiaries are likely to increase in the future due to the various developments arising from the Basel Committee, the Dodd-Frank Act, and other governmental entities and regulators. See Note 20 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information about the capital requirements of our other regulated subsidiaries and the potential impact of regulatory reform.

Subsidiaries not subject to separate regulatory capital requirements may hold capital to satisfy local tax and legal guidelines, rating agency requirements (for entities with assigned credit ratings) or internal policies, including policies concerning the minimum amount of capital a subsidiary should hold based on its underlying level of risk. In certain instances, Group Inc. may be limited in its ability to access capital held at certain subsidiaries as a result of regulatory, tax or other constraints. As of December 2013 and December 2012, Group Inc.'s equity investment in subsidiaries was \$73.39 billion and \$73.32 billion, respectively, compared with its total shareholders' equity of \$78.47 billion and \$75.72 billion, respectively.

**Guarantees of Subsidiaries.** Group Inc. has guaranteed the payment obligations of GS&Co., GS Bank USA, and Goldman Sachs Execution & Clearing, L.P. (GSEC) subject to certain exceptions. In November 2008, Group Inc. contributed subsidiaries into GS Bank USA, and Group Inc. agreed to guarantee certain losses, including credit-related losses, relating to assets held by the contributed entities. In connection with this guarantee, Group Inc. also agreed to pledge to GS Bank USA certain collateral, including interests in subsidiaries and other illiquid assets.

Our capital invested in non-U.S. subsidiaries is generally exposed to foreign exchange risk, substantially all of which is managed through a combination of derivatives and non-U.S. denominated debt.

### Equity Capital Management

We principally manage our capital through issuances and repurchases of our common stock. We may also, from time to time, issue or repurchase our preferred stock, junior subordinated debt issued to trusts, and other subordinated debt or other forms of capital as business conditions warrant and subject to approval of the Federal Reserve Board. We manage our capital requirements principally by setting limits on balance sheet assets and/or limits on risk, in each case both at the consolidated and business levels. We attribute capital usage to each of our businesses based upon our regulatory capital requirements, as well as our internal risk-based capital assessment. We manage the levels of our capital usage based upon the established balance sheet and risk limits.

See Notes 16 and 19 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our preferred stock, junior subordinated debt issued to trusts and other subordinated debt.

**Berkshire Hathaway Warrant.** On October 1, 2013, Berkshire Hathaway exercised in full a warrant to purchase shares of the firm's common stock. The warrant, as amended in March 2013, required net share settlement, and the firm delivered 13.1 million shares of common stock to Berkshire Hathaway on October 4, 2013. The number of shares delivered represented the value of the difference between the average closing price of the firm's common stock over the 10 trading days preceding October 1, 2013 and the exercise price of \$115.00 multiplied by the number of shares of common stock (43.5 million) covered by the warrant. The impact to both the firm's book value per common share and tangible book value per common share was a reduction of approximately 3%.

**Management's Discussion and Analysis**

**Share Repurchase Program.** We seek to use our share repurchase program to help maintain the appropriate level of common equity. The repurchase program is effected primarily through regular open-market purchases, the amounts and timing of which are determined primarily by our current and projected capital positions, but which may also be influenced by general market conditions and the prevailing price and trading volumes of our common stock.

On April 15, 2013, the Board of Directors of Group Inc. (Board) authorized the repurchase of an additional 75.0 million shares of common stock pursuant to the firm's existing share repurchase program. As of December 2013, under the share repurchase program approved by the Board, we can repurchase up to 57.2 million additional shares of common stock; however, any such repurchases are subject to the approval of the Federal Reserve Board. See "Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities" in Part II, Item 5 and Note 19 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for additional information on our repurchase program and see above for information about the annual CCAR.

**Other Capital Metrics**

The table below presents information on our shareholders' equity and book value per common share.

<i>in millions, except per share amounts</i>	As of December	
	2013	2012
Total shareholders' equity	<b>\$78,467</b>	\$75,716
Common shareholders' equity	<b>71,267</b>	69,516
Tangible common shareholders' equity	<b>66,891</b>	64,417
Book value per common share	<b>152.48</b>	144.67
Tangible book value per common share	<b>143.11</b>	134.06

**Tangible common shareholders' equity.** Tangible common shareholders' equity equals total shareholders' equity less preferred stock, goodwill and identifiable intangible assets. We believe that tangible common shareholders' equity is meaningful because it is a measure that we and investors use to assess capital adequacy. Tangible common shareholders' equity is a non-GAAP measure and may not be comparable to similar non-GAAP measures used by other companies.

The table below presents the reconciliation of total shareholders' equity to tangible common shareholders' equity.

<i>in millions</i>	As of December	
	2013	2012
Total shareholders' equity	<b>\$78,467</b>	\$75,716
Deduct: Preferred stock	<b>(7,200)</b>	(6,200)
Common shareholders' equity	<b>71,267</b>	69,516
Deduct: Goodwill and identifiable intangible assets	<b>(4,376)</b>	(5,099)
<b>Tangible common shareholders' equity</b>	<b>\$66,891</b>	\$64,417

**Book value and tangible book value per common share.** Book value and tangible book value per common share are based on common shares outstanding, including restricted stock units granted to employees with no future service requirements, of 467.4 million and 480.5 million as of December 2013 and December 2012, respectively. We believe that tangible book value per common share (tangible common shareholders' equity divided by common shares outstanding) is meaningful because it is a measure that we and investors use to assess capital adequacy. Tangible book value per common share is a non-GAAP measure and may not be comparable to similar non-GAAP measures used by other companies.



## Off-Balance-Sheet Arrangements and Contractual Obligations

### Off-Balance-Sheet Arrangements

We have various types of off-balance-sheet arrangements that we enter into in the ordinary course of business. Our involvement in these arrangements can take many different forms, including:

- purchasing or retaining residual and other interests in special purpose entities such as mortgage-backed and other asset-backed securitization vehicles;
- holding senior and subordinated debt, interests in limited and general partnerships, and preferred and common stock in other nonconsolidated vehicles;
- entering into interest rate, foreign currency, equity, commodity and credit derivatives, including total return swaps;
- entering into operating leases; and
- providing guarantees, indemnifications, loan commitments, letters of credit and representations and warranties.

We enter into these arrangements for a variety of business purposes, including securitizations. The securitization vehicles that purchase mortgages, corporate bonds, and other types of financial assets are critical to the functioning of several significant investor markets, including the mortgage-backed and other asset-backed securities markets, since they offer investors access to specific cash flows and risks created through the securitization process.

We also enter into these arrangements to underwrite client securitization transactions; provide secondary market liquidity; make investments in performing and nonperforming debt, equity, real estate and other assets; provide investors with credit-linked and asset-repackaged notes; and receive or provide letters of credit to satisfy margin requirements and to facilitate the clearance and settlement process.

Our financial interests in, and derivative transactions with, such nonconsolidated entities are generally accounted for at fair value, in the same manner as our other financial instruments, except in cases where we apply the equity method of accounting.

The table below presents where a discussion of our various off-balance-sheet arrangements may be found in Part II, Items 7 and 8 of the 2013 Form 10-K. In addition, see Note 3 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for a discussion of our consolidation policies.

<b>Type of Off-Balance-Sheet Arrangement</b>	<b>Disclosure in Form 10-K</b>
Variable interests and other obligations, including contingent obligations, arising from variable interests in nonconsolidated VIEs	See Note 11 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.
Leases, letters of credit, and lending and other commitments	See "Contractual Obligations" below and Note 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.
Guarantees	See "Contractual Obligations" below and Note 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.
Derivatives	See "Credit Risk Management — Credit Exposures — OTC Derivatives" below and Notes 4, 5, 7 and 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.

### Contractual Obligations

We have certain contractual obligations which require us to make future cash payments. These contractual obligations include our unsecured long-term borrowings, secured long-term financings, time deposits and contractual interest payments, all of which are included in our consolidated statements of financial condition. Our obligations to make future cash payments also include certain off-balance-sheet

contractual obligations such as purchase obligations, minimum rental payments under noncancelable leases and commitments and guarantees.

The table below presents our contractual obligations, commitments and guarantees as of December 2013.

<i>in millions</i>	2014	2015-2016	2017-2018	2019- Thereafter	Total
<b>Amounts related to on-balance-sheet obligations</b>					
Time deposits	\$ —	\$ 6,554	\$ 4,626	\$ 4,481	\$ 15,661
Secured long-term financings <sup>1</sup>	—	5,847	943	734	7,524
Unsecured long-term borrowings <sup>2</sup>	—	45,706	43,639	71,620	160,965
Contractual interest payments <sup>3</sup>	6,695	12,303	5,252	36,919	61,169
Subordinated liabilities issued by consolidated VIEs	74	—	—	403	477
<b>Amounts related to off-balance-sheet arrangements</b>					
Commitments to extend credit	15,069	24,214	43,356	4,988	87,627
Contingent and forward starting resale and securities borrowing agreements	34,410	—	—	—	34,410
Forward starting repurchase and secured lending agreements	8,256	—	—	—	8,256
Letters of credit	465	21	10	5	501
Investment commitments <sup>4</sup>	1,359	5,387	20	350	7,116
Other commitments	3,734	102	54	65	3,955
Minimum rental payments	387	620	493	1,195	2,695
Derivative guarantees	517,634	180,543	39,367	57,736	795,280
Securities lending indemnifications	26,384	—	—	—	26,384
Other financial guarantees	1,361	620	1,140	1,046	4,167

1. The aggregate contractual principal amount of secured long-term financings for which the fair value option was elected exceeded the related fair value by \$154 million.

2. Includes \$7.48 billion of adjustments to the carrying value of certain unsecured long-term borrowings resulting from the application of hedge accounting. In addition, the aggregate contractual principal amount of unsecured long-term borrowings (principal and non-principal-protected) for which the fair value option was elected exceeded the related fair value by \$92 million.

3. Represents estimated future interest payments related to unsecured long-term borrowings, secured long-term financings and time deposits based on applicable interest rates as of December 2013. Includes stated coupons, if any, on structured notes.

4. \$5.66 billion of commitments to covered funds (as defined by the Volcker Rule) are included in the 2014 and 2015-2016 columns. We expect that substantially all of these commitments will not be called.

In the table above:

- Obligations maturing within one year of our financial statement date or redeemable within one year of our financial statement date at the option of the holder are excluded and are treated as short-term obligations.
- Obligations that are repayable prior to maturity at our option are reflected at their contractual maturity dates and obligations that are redeemable prior to maturity at the option of the holders are reflected at the dates such options become exercisable.
- Amounts included in the table do not necessarily reflect the actual future cash flow requirements for these arrangements because commitments and guarantees represent notional amounts and may expire unused or be reduced or cancelled at the counterparty's request.
- Due to the uncertainty of the timing and amounts that will ultimately be paid, our liability for unrecognized tax benefits has been excluded. See Note 24 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our unrecognized tax benefits.

## Management's Discussion and Analysis

See Notes 15 and 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our short-term borrowings and commitments and guarantees, respectively.

As of December 2013, our unsecured long-term borrowings were \$160.97 billion, with maturities extending to 2061, and consisted principally of senior borrowings. See Note 16 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our unsecured long-term borrowings.

As of December 2013, our future minimum rental payments net of minimum sublease rentals under noncancelable leases were \$2.70 billion. These lease commitments, principally for office space, expire on various dates through 2069. Certain agreements are subject to periodic escalation provisions for increases in real estate taxes and other charges. See Note 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about our leases.

Our occupancy expenses include costs associated with office space held in excess of our current requirements. This excess space, the cost of which is charged to earnings as incurred, is being held for potential growth or to replace currently occupied space that we may exit in the future. We regularly evaluate our current and future space capacity in relation to current and projected staffing levels. For 2013, total occupancy expenses for space held in excess of our current requirements were not material. In addition, for 2013, we incurred exit costs of \$19 million related to our office space. We may incur exit costs in the future to the extent we (i) reduce our space capacity or (ii) commit to, or occupy, new properties in the locations in which we operate and, consequently, dispose of existing space that had been held for potential growth. These exit costs may be material to our results of operations in a given period.

## Risk Management and Risk Factors

Risks are inherent in our business and include liquidity, market, credit, operational, legal, regulatory and reputational risks. For a further discussion of our risk management processes, see “Overview and Structure of Risk Management” below. Our risks include the risks across our risk categories, regions or global businesses, as well as those which have uncertain outcomes and have the potential to materially impact our financial results, our liquidity and our reputation. For a further discussion of our areas of risk, see “— Liquidity Risk Management,” “— Market Risk Management,” “— Credit Risk Management,” “— Operational Risk Management” and “Certain Risk Factors That May Affect Our Businesses” below.

## Management's Discussion and Analysis

### Overview and Structure of Risk Management

#### Overview

We believe that effective risk management is of primary importance to the success of the firm. Accordingly, we have comprehensive risk management processes through which we monitor, evaluate and manage the risks we assume in conducting our activities. These include market, credit, liquidity, operational, legal, regulatory and reputational risk exposures. Our risk management framework is built around three core components: governance, processes and people.

**Governance.** Risk management governance starts with our Board, which plays an important role in reviewing and approving risk management policies and practices, both directly and through its committees, including its Risk Committee. The Board also receives regular briefings on firmwide risks, including market risk, liquidity risk, credit risk and operational risk from our independent control and support functions, including the chief risk officer, and on matters impacting our reputation from the chair of our Firmwide Client and Business Standards Committee. The chief risk officer, as part of the review of the firmwide risk portfolio, regularly advises the Risk Committee of the Board of relevant risk metrics and material exposures. Next, at the most senior levels of the firm, our leaders are experienced risk managers, with a sophisticated and detailed understanding of the risks we take. Our senior managers lead and participate in risk-oriented committees, as do the leaders of our independent control and support functions — including those in Compliance, Controllers, our Credit Risk Management department (Credit Risk Management), Human Capital Management, Legal, our Market Risk Management department (Market Risk Management), Operations, our Operational Risk Management department (Operational Risk Management), Tax, Technology and Treasury.

The firm's governance structure provides the protocol and responsibility for decision-making on risk management issues and ensures implementation of those decisions. We make extensive use of risk-related committees that meet regularly and serve as an important means to facilitate and foster ongoing discussions to identify, manage and mitigate risks.

We maintain strong communication about risk and we have a culture of collaboration in decision-making among the revenue-producing units, independent control and support functions, committees and senior management. While we believe that the first line of defense in managing risk rests with the managers in our revenue-producing units, we dedicate extensive resources to independent control and support functions in order to ensure a strong oversight structure and an appropriate segregation of duties. We regularly reinforce the firm's strong culture of escalation and accountability across all divisions and functions.

**Processes.** We maintain various processes and procedures that are critical components of our risk management. First and foremost is our daily discipline of marking substantially all of the firm's inventory to current market levels. Goldman Sachs carries its inventory at fair value, with changes in valuation reflected immediately in our risk management systems and in net revenues. We do so because we believe this discipline is one of the most effective tools for assessing and managing risk and that it provides transparent and realistic insight into our financial exposures.

We also apply a rigorous framework of limits to control risk across multiple transactions, products, businesses and markets. This includes setting credit and market risk limits at a variety of levels and monitoring these limits on a daily basis. Limits are typically set at levels that will be periodically exceeded, rather than at levels which reflect our maximum risk appetite. This fosters an ongoing dialogue on risk among revenue-producing units, independent control and support functions, committees and senior management, as well as rapid escalation of risk-related matters. See "Market Risk Management" and "Credit Risk Management" for further information on our risk limits.

Active management of our positions is another important process. Proactive mitigation of our market and credit exposures minimizes the risk that we will be required to take outsized actions during periods of stress.

## Management's Discussion and Analysis

We also focus on the rigor and effectiveness of the firm's risk systems. The goal of our risk management technology is to get the right information to the right people at the right time, which requires systems that are comprehensive, reliable and timely. We devote significant time and resources to our risk management technology to ensure that it consistently provides us with complete, accurate and timely information.

**People.** Even the best technology serves only as a tool for helping to make informed decisions in real time about the risks we are taking. Ultimately, effective risk management requires our people to interpret our risk data on an ongoing and timely basis and adjust risk positions accordingly. In both our revenue-producing units and our independent control and support functions, the experience of our professionals, and their understanding of the nuances and limitations of each risk measure, guide the firm in assessing exposures and maintaining them within prudent levels.

We reinforce a culture of effective risk management in our training and development programs as well as the way we evaluate performance, and recognize and reward our people. Our training and development programs, including certain sessions led by the most senior leaders of the firm, are focused on the importance of risk management, client relationships and reputational excellence. As part of our annual performance review process, we assess reputational excellence including how an employee exercises good risk management and reputational judgment, and adheres to our code of conduct and compliance policies. Our review and reward processes are designed to communicate and reinforce to our professionals the link between behavior and how people are recognized, the need to focus on our clients and our reputation, and the need to always act in accordance with the highest standards of the firm.

### Structure

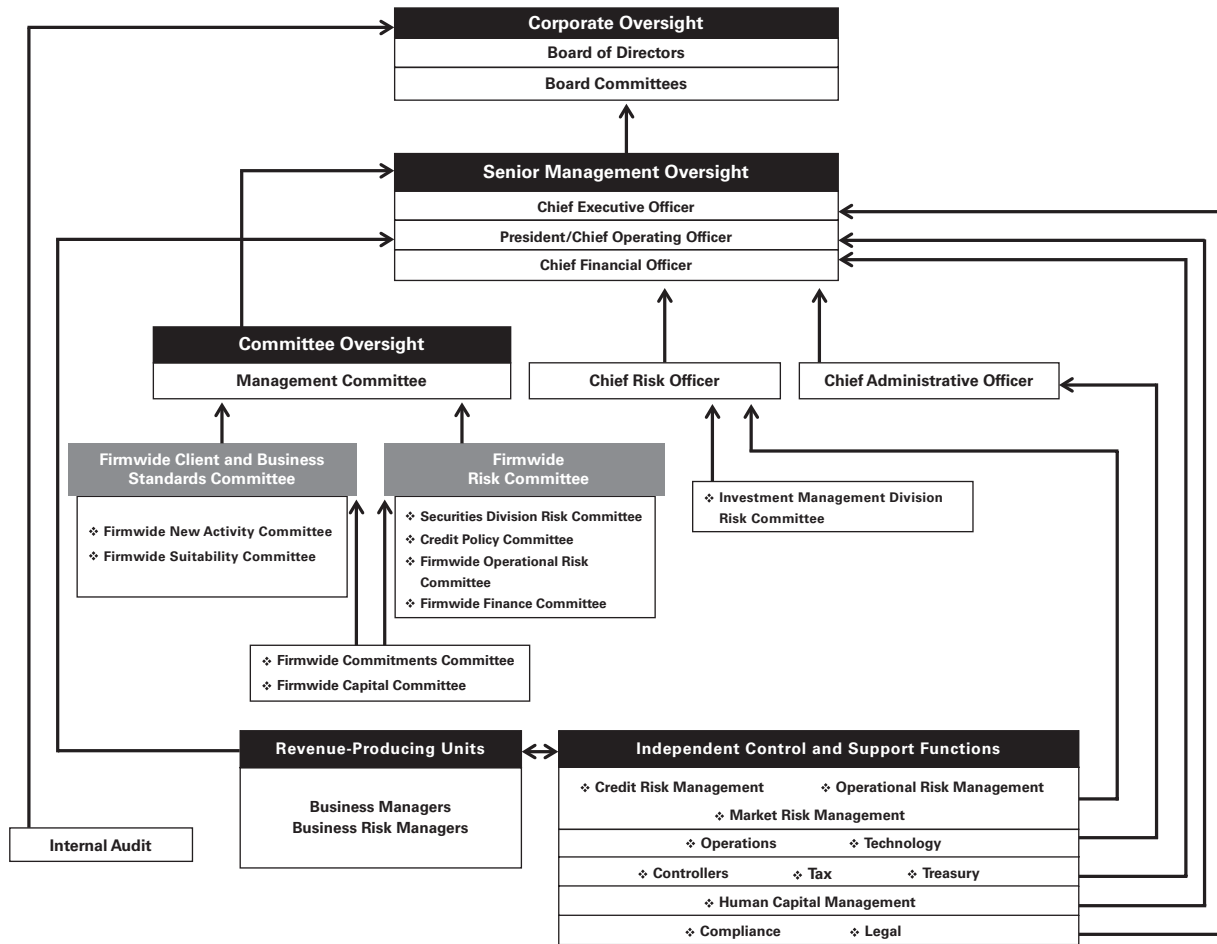
Ultimate oversight of risk is the responsibility of the firm's Board. The Board oversees risk both directly and through its committees, including its Risk Committee. The Risk Committee consists of all of our independent directors. Within the firm, a series of committees with specific risk management mandates have oversight or decision-making responsibilities for risk management activities. Committee membership generally consists of senior managers from both our revenue-producing units and our independent control and support functions. We have established procedures for these committees to ensure that appropriate information barriers are in place. Our primary risk committees, most of which also have additional sub-committees or working groups, are described below. In addition to these committees, we have other risk-oriented committees which provide oversight for different businesses, activities, products, regions and legal entities. All of our firmwide, regional and divisional committees have responsibility for considering the impact of transactions and activities which they oversee on our reputation.

Membership of the firm's risk committees is reviewed regularly and updated to reflect changes in the responsibilities of the committee members. Accordingly, the length of time that members serve on the respective committees varies as determined by the committee chairs and based on the responsibilities of the members within the firm.

In addition, independent control and support functions, which report to the chief financial officer, the general counsel and the chief administrative officer, are responsible for day-to-day oversight or monitoring of risk, as discussed in greater detail in the following sections. Internal Audit, which reports to the Audit Committee of the Board and includes professionals with a broad range of audit and industry experience, including risk management expertise, is responsible for independently assessing and validating key controls within the risk management framework.

The chart below presents an overview of our risk management governance structure, highlighting the

oversight of our Board, our key risk-related committees and the independence of our control and support functions.



**Management Committee.** The Management Committee oversees the global activities of the firm, including all of the firm's independent control and support functions. It provides this oversight directly and through authority delegated to committees it has established. This committee is comprised of the most senior leaders of the firm, and is chaired by the firm's chief executive officer. The Management Committee has established various committees with delegated authority and the chairperson of the Management Committee appoints the chairpersons of these committees. Most members of the Management Committee are also members of other firmwide, divisional and regional committees. The following are the committees that are principally involved in firmwide risk management.

**Firmwide Client and Business Standards Committee.** The Firmwide Client and Business Standards Committee assesses and makes determinations regarding business standards and practices, reputational risk management, client relationships and client service, is chaired by the firm's president and chief operating officer, and reports to the Management Committee. This committee also has responsibility for overseeing recommendations of the Business Standards Committee. This committee periodically updates and receives guidance from the Public Responsibilities Subcommittee of the Corporate Governance, Nominating and Public Responsibilities Committee of the Board. This committee has established the following two risk-related committees that report to it:

## Management's Discussion and Analysis

- **Firmwide New Activity Committee.** The Firmwide New Activity Committee is responsible for reviewing new activities and for establishing a process to identify and review previously approved activities that are significant and that have changed in complexity and/or structure or present different reputational and suitability concerns over time to consider whether these activities remain appropriate. This committee is co-chaired by the firm's head of operations/chief operating officer for Europe, Middle East and Africa and the chief administrative officer of our Investment Management Division, who are appointed by the Firmwide Client and Business Standards Committee chairperson.
- **Firmwide Suitability Committee.** The Firmwide Suitability Committee is responsible for setting standards and policies for product, transaction and client suitability and providing a forum for consistency across divisions, regions and products on suitability assessments. This committee also reviews suitability matters escalated from other firm committees. This committee is co-chaired by the deputy head of our Global Compliance Division and the co-head of our Investment Management Division, who are appointed by the Firmwide Client and Business Standards Committee chairperson.
- **Firmwide Risk Committee.** The Firmwide Risk Committee is globally responsible for the ongoing monitoring and management of the firm's financial risks. Through both direct and delegated authority, the Firmwide Risk Committee approves firmwide, product, divisional and business-level limits for both market and credit risks, approves sovereign credit risk limits and reviews results of stress tests and scenario analyses. This committee is co-chaired by the firm's chief financial officer and a senior managing director from the firm's executive office, and reports to the Management Committee. The following four committees report to the Firmwide Risk Committee. The chairperson of the Securities Division Risk Committee is appointed by the chairpersons of the Firmwide Risk Committee; the chairpersons of the Credit Policy and Firmwide Operational Risk Committees are appointed by the firm's chief risk officer; and the chairpersons of the Firmwide Finance Committee are appointed by the Firmwide Risk Committee.
- **Securities Division Risk Committee.** The Securities Division Risk Committee sets market risk limits, subject to overall firmwide risk limits, for the Securities Division based on a number of risk measures, including but not limited to VaR, stress tests, scenario analyses and balance sheet levels. This committee is chaired by the chief risk officer of our Securities Division.
- **Credit Policy Committee.** The Credit Policy Committee establishes and reviews broad firmwide credit policies and parameters that are implemented by Credit Risk Management. This committee is chaired by the firm's chief credit officer.
- **Firmwide Operational Risk Committee.** The Firmwide Operational Risk Committee provides oversight of the ongoing development and implementation of our operational risk policies, framework and methodologies, and monitors the effectiveness of operational risk management. This committee is co-chaired by a managing director in Credit Risk Management and a managing director in Operational Risk Management.
- **Firmwide Finance Committee.** The Firmwide Finance Committee has oversight responsibility for liquidity risk, the size and composition of our balance sheet and capital base, and credit ratings. This committee regularly reviews our liquidity, balance sheet, funding position and capitalization, approves related policies, and makes recommendations as to any adjustments to be made in light of current events, risks, exposures and regulatory requirements. As a part of such oversight, among other things, this committee reviews and approves balance sheet limits and the size of our GCE. This committee is co-chaired by the firm's chief financial officer and the firm's global treasurer.

## Management's Discussion and Analysis

The following committees report jointly to the Firmwide Risk Committee and the Firmwide Client and Business Standards Committee:

- **Firmwide Commitments Committee.** The Firmwide Commitments Committee reviews the firm's underwriting and distribution activities with respect to equity and equity-related product offerings, and sets and maintains policies and procedures designed to ensure that legal, reputational, regulatory and business standards are maintained on a global basis. In addition to reviewing specific transactions, this committee periodically conducts general strategic reviews of sectors and products and establishes policies in connection with transaction practices. This committee is co-chaired by the firm's senior strategy officer and the co-head of Global Mergers & Acquisitions, who are appointed by the Firmwide Client and Business Standards Committee chairperson.
- **Firmwide Capital Committee.** The Firmwide Capital Committee provides approval and oversight of debt-related transactions, including principal commitments of the firm's capital. This committee aims to ensure that business and reputational standards for underwritings and capital commitments are maintained on a global basis. This committee is co-chaired by the firm's global treasurer and the head of credit finance for Europe, Middle East and Africa who are appointed by the Firmwide Risk Committee chairpersons.

### **Investment Management Division Risk Committee.**

The Investment Management Division Risk Committee is responsible for the ongoing monitoring and control of global market, counterparty credit and liquidity risks associated with the activities of our investment management businesses. The head of Investment Management Division risk management is the chair of this committee. The Investment Management Division Risk Committee reports to the firm's chief risk officer.

### **Conflicts Management**

Conflicts of interest and the firm's approach to dealing with them are fundamental to our client relationships, our reputation and our long-term success. The term "conflict of interest" does not have a universally accepted meaning, and conflicts can arise in many forms within a business or between businesses. The responsibility for identifying potential conflicts, as well as complying with the firm's policies and procedures, is shared by the entire firm.

We have a multilayered approach to resolving conflicts and addressing reputational risk. The firm's senior management oversees policies related to conflicts resolution. The firm's senior management, the Business Selection and Conflicts Resolution Group, the Legal Department and Compliance Division, the Firmwide Client and Business Standards Committee and other internal committees all play roles in the formulation of policies, standards and principles and assist in making judgments regarding the appropriate resolution of particular conflicts. Resolving potential conflicts necessarily depends on the facts and circumstances of a particular situation and the application of experienced and informed judgment.

At the transaction level, various people and groups have roles. As a general matter, the Business Selection and Conflicts Resolution Group reviews all financing and advisory assignments in Investment Banking and certain investing, lending and other activities of the firm. Various transaction oversight committees, such as the Firmwide Capital, Commitments and Suitability Committees and other committees across the firm, also review new underwritings, loans, investments and structured products. These committees work with internal and external lawyers and the Compliance Division to evaluate and address any actual or potential conflicts.

We regularly assess our policies and procedures that address conflicts of interest in an effort to conduct our business in accordance with the highest ethical standards and in compliance with all applicable laws, rules, and regulations.



## Liquidity Risk Management

Liquidity is of critical importance to financial institutions. Most of the failures of financial institutions have occurred in large part due to insufficient liquidity. Accordingly, the firm has in place a comprehensive and conservative set of liquidity and funding policies to address both firm-specific and broader industry or market liquidity events. Our principal objective is to be able to fund the firm and to enable our core businesses to continue to serve clients and generate revenues, even under adverse circumstances.

We manage liquidity risk according to the following principles:

**Excess Liquidity.** We maintain substantial excess liquidity to meet a broad range of potential cash outflows and collateral needs in a stressed environment.

**Asset-Liability Management.** We assess anticipated holding periods for our assets and their expected liquidity in a stressed environment. We manage the maturities and diversity of our funding across markets, products and counterparties, and seek to maintain liabilities of appropriate tenor relative to our asset base.

**Contingency Funding Plan.** We maintain a contingency funding plan to provide a framework for analyzing and responding to a liquidity crisis situation or periods of market stress. This framework sets forth the plan of action to fund normal business activity in emergency and stress situations. These principles are discussed in more detail below.

### Excess Liquidity

Our most important liquidity policy is to pre-fund our estimated potential cash and collateral needs during a liquidity crisis and hold this excess liquidity in the form of unencumbered, highly liquid securities and cash. We believe that the securities held in our global core excess would be readily convertible to cash in a matter of days, through liquidation, by entering into repurchase agreements or from maturities of resale agreements, and that this cash would allow us to meet immediate obligations without needing to sell other assets or depend on additional funding from credit-sensitive markets.

As of December 2013 and December 2012, the fair value of the securities and certain overnight cash deposits included in our GCE totaled \$184.07 billion and \$174.62 billion, respectively. Based on the results of our internal liquidity risk model, discussed below, as well as our consideration of other factors including, but not limited to, an assessment of our potential intraday liquidity needs and a qualitative assessment of the condition of the financial markets and the firm, we believe our liquidity position as of both December 2013 and December 2012 was appropriate.

The table below presents the fair value of the securities and certain overnight cash deposits that are included in our GCE.

<i>in millions</i>	Average for the Year Ended December	
	2013	2012
U.S. dollar-denominated	<b>\$136,824</b>	\$125,111
Non-U.S. dollar-denominated	<b>45,826</b>	46,984
<b>Total</b>	<b>\$182,650</b>	\$172,095

The U.S. dollar-denominated excess is composed of (i) unencumbered U.S. government and federal agency obligations (including highly liquid U.S. federal agency mortgage-backed obligations), all of which are eligible as collateral in Federal Reserve open market operations and (ii) certain overnight U.S. dollar cash deposits. The non-U.S. dollar-denominated excess is composed of only unencumbered German, French, Japanese and United Kingdom government obligations and certain overnight cash deposits in highly liquid currencies. We strictly limit our excess liquidity to this narrowly defined list of securities and cash because they are highly liquid, even in a difficult funding environment. We do not include other potential sources of excess liquidity, such as less liquid unencumbered securities or committed credit facilities, in our GCE.

**Management's Discussion and Analysis**

The table below presents the fair value of our GCE by asset class.

<i>in millions</i>	Average for the Year Ended December	
	2013	2012
Overnight cash deposits	<b>\$ 61,265</b>	\$ 52,233
U.S. government obligations	<b>76,019</b>	72,379
U.S. federal agency obligations, including highly liquid U.S. federal agency mortgage-backed obligations	<b>2,551</b>	2,313
German, French, Japanese and United Kingdom government obligations	<b>42,815</b>	45,170
<b>Total</b>	<b>\$182,650</b>	\$172,095

Our GCE is held by Group Inc. and our major broker-dealer and bank subsidiaries, as presented in the table below.

<i>in millions</i>	Average for the Year Ended December	
	2013	2012
Group Inc.	<b>\$ 29,752</b>	\$ 37,405
Major broker-dealer subsidiaries	<b>93,103</b>	78,229
Major bank subsidiaries	<b>59,795</b>	56,461
<b>Total</b>	<b>\$182,650</b>	\$172,095

Our GCE reflects the following principles:

- The first days or weeks of a liquidity crisis are the most critical to a company's survival.
- Focus must be maintained on all potential cash and collateral outflows, not just disruptions to financing flows. Our businesses are diverse, and our liquidity needs are determined by many factors, including market movements, collateral requirements and client commitments, all of which can change dramatically in a difficult funding environment.
- During a liquidity crisis, credit-sensitive funding, including unsecured debt and some types of secured financing agreements, may be unavailable, and the terms (e.g., interest rates, collateral provisions and tenor) or availability of other types of secured financing may change.
- As a result of our policy to pre-fund liquidity that we estimate may be needed in a crisis, we hold more unencumbered securities and have larger debt balances than our businesses would otherwise require. We believe that our liquidity is stronger with greater balances of highly liquid unencumbered securities, even though it increases our total assets and our funding costs.

We believe that our GCE provides us with a resilient source of funds that would be available in advance of potential cash and collateral outflows and gives us significant flexibility in managing through a difficult funding environment.

In order to determine the appropriate size of our GCE, we use an internal liquidity model, referred to as the Modeled Liquidity Outflow, which captures and quantifies the firm's liquidity risks. We also consider other factors including, but not limited to, an assessment of our potential intraday liquidity needs and a qualitative assessment of the condition of the financial markets and the firm.

We distribute our GCE across entities, asset types, and clearing agents to provide us with sufficient operating liquidity to ensure timely settlement in all major markets, even in a difficult funding environment.

We maintain our GCE to enable us to meet current and potential liquidity requirements of our parent company, Group Inc., and its subsidiaries. The Modeled Liquidity Outflow incorporates a consolidated requirement for the firm as well as a standalone requirement for each of our major broker-dealer and bank subsidiaries. Liquidity held directly in each of these major subsidiaries is intended for use only by that subsidiary to meet its liquidity requirements and is assumed not to be available to Group Inc. unless (i) legally provided for and (ii) there are no additional regulatory, tax or other restrictions. In addition, the Modeled Liquidity Outflow incorporates a broader assessment of standalone liquidity requirements for other subsidiaries and we hold a portion of our GCE directly at Group Inc. to support such requirements. In addition to the GCE, we maintain operating cash balances in several of our other operating entities, primarily for use in specific currencies, entities, or jurisdictions where we do not have immediate access to parent company liquidity.

In addition to our GCE, we have a significant amount of other unencumbered cash and financial instruments, including other government obligations, high-grade money market securities, corporate obligations, marginable equities, loans and cash deposits not included in our GCE. The fair value of these assets averaged \$90.77 billion for 2013 and \$87.09 billion for 2012. We do not consider these assets liquid enough to be eligible for our GCE liquidity pool and therefore conservatively do not assume we will generate liquidity from these assets in our Modeled Liquidity Outflow.

**Management's Discussion and Analysis**

**Modeled Liquidity Outflow.** Our Modeled Liquidity Outflow is based on conducting multiple scenarios that include combinations of market-wide and firm-specific stress. These scenarios are characterized by the following qualitative elements:

- Severely challenged market environments, including low consumer and corporate confidence, financial and political instability, adverse changes in market values, including potential declines in equity markets and widening of credit spreads.
- A firm-specific crisis potentially triggered by material losses, reputational damage, litigation, executive departure, and/or a ratings downgrade.

The following are the critical modeling parameters of the Modeled Liquidity Outflow:

- Liquidity needs over a 30-day scenario.
- A two-notch downgrade of the firm's long-term senior unsecured credit ratings.
- A combination of contractual outflows, such as upcoming maturities of unsecured debt, and contingent outflows (e.g., actions though not contractually required, we may deem necessary in a crisis). We assume that most contingent outflows will occur within the initial days and weeks of a crisis.
- No issuance of equity or unsecured debt.
- No support from government funding facilities. Although we have access to various central bank funding programs, we do not assume reliance on them as a source of funding in a liquidity crisis.
- We do not assume asset liquidation, other than the GCE.

The Modeled Liquidity Outflow is calculated and reported to senior management on a daily basis. We regularly refine our model to reflect changes in market or economic conditions and the firm's business mix.

The potential contractual and contingent cash and collateral outflows covered in our Modeled Liquidity Outflow include:

**Unsecured Funding**

- **Contractual:** All upcoming maturities of unsecured long-term debt, commercial paper, promissory notes and other unsecured funding products. We assume that we will be unable to issue new unsecured debt or roll over any maturing debt.
- **Contingent:** Repurchases of our outstanding long-term debt, commercial paper and hybrid financial instruments in the ordinary course of business as a market maker.

**Deposits**

- **Contractual:** All upcoming maturities of term deposits. We assume that we will be unable to raise new term deposits or rollover any maturing term deposits.
- **Contingent:** Withdrawals of bank deposits that have no contractual maturity. The withdrawal assumptions reflect, among other factors, the type of deposit, whether the deposit is insured or uninsured, and the firm's relationship with the depositor.

**Secured Funding**

- **Contractual:** A portion of upcoming contractual maturities of secured funding due to either the inability to refinance or the ability to refinance only at wider haircuts (i.e., on terms which require us to post additional collateral). Our assumptions reflect, among other factors, the quality of the underlying collateral, counterparty roll probabilities (our assessment of the counterparty's likelihood of continuing to provide funding on a secured basis at the maturity of the trade) and counterparty concentration.
- **Contingent:** Adverse changes in value of financial assets pledged as collateral for financing transactions, which would necessitate additional collateral postings under those transactions.

**OTC Derivatives**

- **Contingent:** Collateral postings to counterparties due to adverse changes in the value of our OTC derivatives, excluding those that are cleared and settled through central counterparties (OTC-cleared).
- **Contingent:** Other outflows of cash or collateral related to OTC derivatives, excluding OTC-cleared, including the impact of trade terminations, collateral substitutions, collateral disputes, loss of rehypothecation rights, collateral calls or termination payments required by a two-notch downgrade in our credit ratings, and collateral that has not been called by counterparties, but is available to them.

**Management's Discussion and Analysis****Exchange-Traded and OTC-cleared Derivatives**

- Contingent: Variation margin postings required due to adverse changes in the value of our outstanding exchange-traded and OTC-cleared derivatives.
- Contingent: An increase in initial margin and guaranty fund requirements by derivative clearing houses.

**Customer Cash and Securities**

- Contingent: Liquidity outflows associated with our prime brokerage business, including withdrawals of customer credit balances, and a reduction in customer short positions, which serve as a funding source for long positions.

**Unfunded Commitments**

- Contingent: Draws on our unfunded commitments. Draw assumptions reflect, among other things, the type of commitment and counterparty.

**Other**

- Other upcoming large cash outflows, such as tax payments.

**Asset-Liability Management**

Our liquidity risk management policies are designed to ensure we have a sufficient amount of financing, even when funding markets experience persistent stress. We seek to maintain a long-dated and diversified funding profile, taking into consideration the characteristics and liquidity profile of our assets.

Our approach to asset-liability management includes:

- Conservatively managing the overall characteristics of our funding book, with a focus on maintaining long-term, diversified sources of funding in excess of our current requirements. See “Balance Sheet and Funding Sources — Funding Sources” for additional details.
- Actively managing and monitoring our asset base, with particular focus on the liquidity, holding period and our ability to fund assets on a secured basis. This enables us to determine the most appropriate funding products and tenors. See “Balance Sheet and Funding Sources — Balance Sheet Management” for more detail on our balance sheet management process and “— Funding Sources — Secured Funding” for more detail on asset classes that may be harder to fund on a secured basis.

- Raising secured and unsecured financing that has a long tenor relative to the liquidity profile of our assets. This reduces the risk that our liabilities will come due in advance of our ability to generate liquidity from the sale of our assets. Because we maintain a highly liquid balance sheet, the holding period of certain of our assets may be materially shorter than their contractual maturity dates.

Our goal is to ensure that the firm maintains sufficient liquidity to fund its assets and meet its contractual and contingent obligations in normal times as well as during periods of market stress. Through our dynamic balance sheet management process (see “Balance Sheet and Funding Sources — Balance Sheet Management”), we use actual and projected asset balances to determine secured and unsecured funding requirements. Funding plans are reviewed and approved by the Firmwide Finance Committee on a quarterly basis. In addition, senior managers in our independent control and support functions regularly analyze, and the Firmwide Finance Committee reviews, our consolidated total capital position (unsecured long-term borrowings plus total shareholders' equity) so that we maintain a level of long-term funding that is sufficient to meet our long-term financing requirements. In a liquidity crisis, we would first use our GCE in order to avoid reliance on asset sales (other than our GCE). However, we recognize that orderly asset sales may be prudent or necessary in a severe or persistent liquidity crisis.

**Subsidiary Funding Policies.** The majority of our unsecured funding is raised by Group Inc. which lends the necessary funds to its subsidiaries, some of which are regulated, to meet their asset financing, liquidity and capital requirements. In addition, Group Inc. provides its regulated subsidiaries with the necessary capital to meet their regulatory requirements. The key benefit of this approach to subsidiary funding is greater flexibility to meet the funding requirements of various subsidiaries over time. Funding is also raised at the subsidiary level through a variety of products, including secured funding, unsecured borrowings and deposits.

## Management's Discussion and Analysis

Our intercompany funding policies assume that, unless legally provided for, a subsidiary's funds or securities are not freely available to its parent company or other subsidiaries. In particular, many of our subsidiaries are subject to laws that authorize regulatory bodies to block or reduce the flow of funds from those subsidiaries to Group Inc. Regulatory action of that kind could impede access to funds that Group Inc. needs to make payments on its obligations. Accordingly, we assume that the capital provided to our regulated subsidiaries is not available to Group Inc. or other subsidiaries and any other financing provided to our regulated subsidiaries is not available until the maturity of such financing.

Group Inc. has provided substantial amounts of equity and subordinated indebtedness, directly or indirectly, to its regulated subsidiaries. For example, as of December 2013, Group Inc. had \$31.40 billion of equity and subordinated indebtedness invested in GS&Co., its principal U.S. registered broker-dealer; \$26.40 billion invested in GSI, a regulated U.K. broker-dealer; \$2.26 billion invested in GSEC, a U.S. registered broker-dealer; \$2.82 billion invested in GSJCL, a regulated Japanese broker-dealer; \$20.04 billion invested in GS Bank USA, a regulated New York State-chartered bank; and \$3.50 billion invested in GSIB, a regulated U.K. bank. Group Inc. also provided, directly or indirectly, \$75.77 billion of unsubordinated loans and \$9.93 billion of collateral to these entities, substantially all of which was to GS&Co., GSI and GS Bank USA, as of December 2013. In addition, as of December 2013, Group Inc. had significant amounts of capital invested in and loans to its other regulated subsidiaries.

### Contingency Funding Plan

The Goldman Sachs contingency funding plan sets out the plan of action we would use to fund business activity in crisis situations and periods of market stress. The contingency funding plan outlines a list of potential risk factors, key reports and metrics that are reviewed on an ongoing basis to assist in assessing the severity of, and managing through, a liquidity crisis and/or market dislocation. The contingency funding plan also describes in detail the firm's potential responses if our assessments indicate that the firm has entered a liquidity crisis, which include funding our potential cash and collateral needs as well as utilizing secondary sources of liquidity. Mitigants and action items to address specific risks which may arise are also described and assigned to individuals responsible for execution.

The contingency funding plan identifies key groups of individuals to foster effective coordination, control and distribution of information, all of which are critical in the management of a crisis or period of market stress. The contingency funding plan also details the responsibilities of these groups and individuals, which include making and disseminating key decisions, coordinating all contingency activities throughout the duration of the crisis or period of market stress, implementing liquidity maintenance activities and managing internal and external communication.

### Proposed Liquidity Framework

The Basel Committee on Banking Supervision's international framework for liquidity risk measurement, standards and monitoring calls for imposition of a liquidity coverage ratio, designed to ensure that banks and bank holding companies maintain an adequate level of unencumbered high-quality liquid assets based on expected cash outflows under an acute liquidity stress scenario, and a net stable funding ratio, designed to promote more medium- and long-term funding of the assets and activities of these entities over a one-year time horizon. Under the Basel Committee framework, the liquidity coverage ratio would be introduced on January 1, 2015; however, there would be a phase-in period whereby firms would have a 60% minimum in 2015 which would be raised 10% per year until it reaches 100% in 2019. The net stable funding ratio is not expected to be introduced as a requirement until January 1, 2018.

In addition, the Office of the Comptroller of the Currency, the Federal Reserve Board and the FDIC have issued a proposal on minimum liquidity standards that is generally consistent with the Basel Committee's framework as described above, but, with certain modifications to the high-quality liquid asset definition and expected cash outflow assumptions, and accelerated transition provisions. In addition, under the proposed accelerated transition timeline, the liquidity coverage ratio would be introduced on January 1, 2015; however, there would be an accelerated U.S. phase-in period whereby firms would have an 80% minimum in 2015 which would be raised 10% per year until it reaches 100% in 2017.

The firm will continue to evaluate the impact to our risk management framework going forward. While the principles behind the new frameworks proposed by the Basel Committee and the Agencies are broadly consistent with our current liquidity management framework, it is possible that the implementation of these standards could impact our liquidity and funding requirements and practices.

**Management's Discussion and Analysis****Credit Ratings**

We rely on the short-term and long-term debt capital markets to fund a significant portion of our day-to-day operations and the cost and availability of debt financing is influenced by our credit ratings. Credit ratings are also important when we are competing in certain markets, such as OTC derivatives, and when we seek to engage in longer-term transactions. See "Certain Risk Factors That May Affect Our Businesses" below and "Risk Factors" in Part I, Item 1A of the 2013 Form 10-K for a discussion of the risks associated with a reduction in our credit ratings.

During the fourth quarter of 2013, as part of a reassessment of its government support assumptions related to the eight largest U.S. bank holding companies, Moody's Investors Service (Moody's) lowered Group Inc.'s ratings on long-term debt (from A3 to Baa1) and subordinated debt (from Baa1 to Baa2). The table below presents the unsecured credit ratings and outlook of Group Inc.

	As of December 2013					
	Short-Term Debt	Long-Term Debt	Subordinated Debt	Trust Preferred <sup>1</sup>	Preferred Stock	Ratings Outlook
DBRS, Inc.	<b>R-1 (middle)</b>	<b>A (high)</b>	<b>A</b>	<b>A</b>	<b>BBB<sup>3</sup></b>	<b>Stable</b>
Fitch, Inc.	<b>F1</b>	<b>A<sup>2</sup></b>	<b>A-</b>	<b>BBB-</b>	<b>BB+<sup>3</sup></b>	<b>Stable</b>
Moody's	<b>P-2</b>	<b>Baa1<sup>2</sup></b>	<b>Baa2</b>	<b>Baa3</b>	<b>Ba2<sup>3</sup></b>	<b>Stable</b>
Standard & Poor's Ratings Services (S&P)	<b>A-2</b>	<b>A-<sup>2</sup></b>	<b>BBB+</b>	<b>BB+</b>	<b>BB+<sup>3</sup></b>	<b>Negative</b>
Rating and Investment Information, Inc.	<b>a-1</b>	<b>A+</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>	<b>Negative</b>

1. Trust preferred securities issued by Goldman Sachs Capital I.

2. Includes the senior guaranteed trust securities issued by Murray Street Investment Trust I and Vesey Street Investment Trust I.

3. Includes Group Inc.'s non-cumulative preferred stock and the APEX issued by Goldman Sachs Capital II and Goldman Sachs Capital III.

The table below presents the unsecured credit ratings of GS Bank USA, GS&Co., GSI and GSIB. On February 21, 2014, Moody's assigned GSIB a rating of A2 for long-term debt

and long-term bank deposits and P-1 for short-term debt and short-term bank deposits.

	As of December 2013			
	Short-Term Debt	Long-Term Debt	Short-Term Bank Deposits	Long-Term Bank Deposits
Fitch, Inc.				
GS Bank USA	<b>F1</b>	<b>A</b>	<b>F1</b>	<b>A+</b>
GS&Co.	<b>F1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
GSI	<b>F1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
GSIB	<b>F1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
Moody's				
GS Bank USA	<b>P-1</b>	<b>A2</b>	<b>P-1</b>	<b>A2</b>
GSI	<b>P-1</b>	<b>A2</b>	<b>N/A</b>	<b>N/A</b>
S&P				
GS Bank USA	<b>A-1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
GS&Co.	<b>A-1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
GSI	<b>A-1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>
GSIB	<b>A-1</b>	<b>A</b>	<b>N/A</b>	<b>N/A</b>

**Management's Discussion and Analysis**

We believe our credit ratings are primarily based on the credit rating agencies' assessment of:

- our liquidity, market, credit and operational risk management practices;
- the level and variability of our earnings;
- our capital base;
- our franchise, reputation and management;
- our corporate governance; and
- the external operating environment, including the assumed level of government support.

Certain of the firm's derivatives have been transacted under bilateral agreements with counterparties who may require us to post collateral or terminate the transactions based on changes in our credit ratings. We assess the impact of these bilateral agreements by determining the collateral or termination payments that would occur assuming a downgrade by all rating agencies. A downgrade by any one rating agency, depending on the agency's relative ratings of the firm at the time of the downgrade, may have an impact which is comparable to the impact of a downgrade by all rating agencies. We allocate a portion of our GCE to ensure we would be able to make the additional collateral or termination payments that may be required in the event of a two-notch reduction in our long-term credit ratings, as well as collateral that has not been called by counterparties, but is available to them. The table below presents the additional collateral or termination payments related to our net derivative liabilities under bilateral agreements that could have been called at the reporting date by counterparties in the event of a one-notch and two-notch downgrade in our credit ratings.

<i>in millions</i>	As of December	
	2013	2012
Additional collateral or termination payments for a one-notch downgrade	<b>\$ 911</b>	\$1,534
Additional collateral or termination payments for a two-notch downgrade	<b>2,989</b>	2,500

**Cash Flows**

As a global financial institution, our cash flows are complex and bear little relation to our net earnings and net assets. Consequently, we believe that traditional cash flow analysis is less meaningful in evaluating our liquidity position than the excess liquidity and asset-liability management policies described above. Cash flow analysis may, however, be helpful in highlighting certain macro trends and strategic initiatives in our businesses.

**Year Ended December 2013.** Our cash and cash equivalents decreased by \$11.54 billion to \$61.13 billion at the end of 2013. We generated \$4.54 billion in net cash from operating activities. We used net cash of \$16.08 billion for investing and financing activities, primarily to fund loans held for investment and repurchases of common stock.

**Year Ended December 2012.** Our cash and cash equivalents increased by \$16.66 billion to \$72.67 billion at the end of 2012. We generated \$9.14 billion in net cash from operating and investing activities. We generated \$7.52 billion in net cash from financing activities from an increase in bank deposits, partially offset by net repayments of unsecured and secured long-term borrowings.

**Year Ended December 2011.** Our cash and cash equivalents increased by \$16.22 billion to \$56.01 billion at the end of 2011. We generated \$23.13 billion in net cash from operating and investing activities. We used net cash of \$6.91 billion for financing activities, primarily for repurchases of our Series G Preferred Stock and common stock, partially offset by an increase in bank deposits.

**Management's Discussion and Analysis****Market Risk Management****Overview**

Market risk is the risk of loss in the value of our inventory, as well as certain other financial assets and financial liabilities, due to changes in market conditions. The firm employs a variety of risk measures, each described in the respective sections below, to monitor market risk. We hold inventory primarily for market making for our clients and for our investing and lending activities. Our inventory therefore changes based on client demands and our investment opportunities. Our inventory is accounted for at fair value and therefore fluctuates on a daily basis, with the related gains and losses included in "Market making," and "Other principal transactions." Categories of market risk include the following:

- Interest rate risk: results from exposures to changes in the level, slope and curvature of yield curves, the volatilities of interest rates, mortgage prepayment speeds and credit spreads.
- Equity price risk: results from exposures to changes in prices and volatilities of individual equities, baskets of equities and equity indices.
- Currency rate risk: results from exposures to changes in spot prices, forward prices and volatilities of currency rates.
- Commodity price risk: results from exposures to changes in spot prices, forward prices and volatilities of commodities, such as crude oil, petroleum products, natural gas, electricity, and precious and base metals.

**Market Risk Management Process**

We manage our market risk by diversifying exposures, controlling position sizes and establishing economic hedges in related securities or derivatives. This includes:

- accurate and timely exposure information incorporating multiple risk metrics;
- a dynamic limit setting framework; and
- constant communication among revenue-producing units, risk managers and senior management.

Market Risk Management, which is independent of the revenue-producing units and reports to the firm's chief risk officer, has primary responsibility for assessing, monitoring and managing market risk at the firm. We monitor and control risks through strong firmwide oversight and independent control and support functions across the firm's global businesses.

Managers in revenue-producing units are accountable for managing risk within prescribed limits. These managers have in-depth knowledge of their positions, markets and the instruments available to hedge their exposures.

Managers in revenue-producing units and Market Risk Management discuss market information, positions and estimated risk and loss scenarios on an ongoing basis.

**Risk Measures**

Market Risk Management produces risk measures and monitors them against market risk limits set by our firm's risk committees. These measures reflect an extensive range of scenarios and the results are aggregated at trading desk, business and firmwide levels.

We use a variety of risk measures to estimate the size of potential losses for both moderate and more extreme market moves over both short-term and long-term time horizons. Our primary risk measures are VaR, which is used for shorter-term periods, and stress tests. Our risk reports detail key risks, drivers and changes for each desk and business, and are distributed daily to senior management of both our revenue-producing units and our independent control and support functions.

**Value-at-Risk**

VaR is the potential loss in value due to adverse market movements over a defined time horizon with a specified confidence level. For positions included in VaR, see "— Financial Statement Linkages to Market Risk Measures." We typically employ a one-day time horizon with a 95% confidence level. We use a single VaR model which captures risks including interest rates, equity prices, currency rates and commodity prices. As such, VaR facilitates comparison across portfolios of different risk characteristics. VaR also captures the diversification of aggregated risk at the firmwide level.



## Management's Discussion and Analysis

We are aware of the inherent limitations to VaR and therefore use a variety of risk measures in our market risk management process. Inherent limitations to VaR include:

- VaR does not estimate potential losses over longer time horizons where moves may be extreme.
- VaR does not take account of the relative liquidity of different risk positions.
- Previous moves in market risk factors may not produce accurate predictions of all future market moves.

When calculating VaR, we use historical simulations with full valuation of approximately 70,000 market factors. VaR is calculated at a position level based on simultaneously shocking the relevant market risk factors for that position. We sample from 5 years of historical data to generate the scenarios for our VaR calculation. The historical data is weighted so that the relative importance of the data reduces over time. This gives greater importance to more recent observations and reflects current asset volatilities, which improves the accuracy of our estimates of potential loss. As a result, even if our positions included in VaR were unchanged, our VaR would increase with increasing market volatility and vice versa.

Given its reliance on historical data, VaR is most effective in estimating risk exposures in markets in which there are no sudden fundamental changes or shifts in market conditions.

Our VaR measure does not include:

- positions that are best measured and monitored using sensitivity measures; and
- the impact of changes in counterparty and our own credit spreads on derivatives, as well as changes in our own credit spreads on unsecured borrowings for which the fair value option was elected.

### Stress Testing

Stress testing is a method of determining the effect on the firm of various hypothetical stress scenarios. We use stress testing to examine risks of specific portfolios as well as the potential impact of significant risk exposures across the firm. We use a variety of stress testing techniques to calculate the potential loss from a wide range of market moves on the firm's portfolios, including sensitivity analysis, scenario analysis and firmwide stress tests. The results of our various stress tests are analyzed together for risk management purposes.

Sensitivity analysis is used to quantify the impact of a market move in a single risk factor across all positions (e.g., equity prices or credit spreads) using a variety of defined market shocks, ranging from those that could be expected over a one-day time horizon up to those that could take many months to occur. We also use sensitivity analysis to quantify the impact of the default of a single corporate entity, which captures the risk of large or concentrated exposures.

Scenario analysis is used to quantify the impact of a specified event, including how the event impacts multiple risk factors simultaneously. For example, for sovereign stress testing we calculate potential direct exposure associated with our sovereign inventory as well as the corresponding debt, equity and currency exposures associated with our non-sovereign inventory that may be impacted by the sovereign distress. When conducting scenario analysis, we typically consider a number of possible outcomes for each scenario, ranging from moderate to severely adverse market impacts. In addition, these stress tests are constructed using both historical events and forward-looking hypothetical scenarios.

Firmwide stress testing combines market, credit, operational and liquidity risks into a single combined scenario. Firmwide stress tests are primarily used to assess capital adequacy as part of our capital planning and stress testing process; however, we also ensure that firmwide stress testing is integrated into our risk governance framework. This includes selecting appropriate scenarios to use for our capital planning and stress testing process. See "Equity Capital — Capital Planning and Stress Testing Process" above for further information.

**Management's Discussion and Analysis**

Unlike VaR measures, which have an implied probability because they are calculated at a specified confidence level, there is generally no implied probability that our stress test scenarios will occur. Instead, stress tests are used to model both moderate and more extreme moves in underlying market factors. When estimating potential loss, we generally assume that our positions cannot be reduced or hedged (although experience demonstrates that we are generally able to do so).

Stress test scenarios are conducted on a regular basis as part of the firm's routine risk management process and on an ad hoc basis in response to market events or concerns. Stress testing is an important part of the firm's risk management process because it allows us to quantify our exposure to tail risks, highlight potential loss concentrations, undertake risk/reward analysis, and assess and mitigate our risk positions.

**Limits**

We use risk limits at various levels in the firm (including firmwide, product and business) to govern risk appetite by controlling the size of our exposures to market risk. Limits are set based on VaR and on a range of stress tests relevant to the firm's exposures. Limits are reviewed frequently and amended on a permanent or temporary basis to reflect changing market conditions, business conditions or tolerance for risk.

The Firmwide Risk Committee sets market risk limits at firmwide and product levels and our Securities Division Risk Committee sets sub-limits for market-making and investing activities at a business level. The purpose of the firmwide limits is to assist senior management in controlling the firm's overall risk profile. Sub-limits set the desired maximum amount of exposure that may be managed by any particular business on a day-to-day basis without additional levels of senior management approval, effectively leaving day-to-day trading decisions to individual desk managers and traders. Accordingly, sub-limits are a management tool designed to ensure appropriate escalation rather than to establish maximum risk tolerance. Sub-limits also distribute risk among various businesses in a manner that is consistent with their level of activity and client demand, taking into account the relative performance of each area.

Our market risk limits are monitored daily by Market Risk Management, which is responsible for identifying and escalating, on a timely basis, instances where limits have been exceeded. The business-level limits that are set by the Securities Division Risk Committee are subject to the same scrutiny and limit escalation policy as the firmwide limits.

When a risk limit has been exceeded (e.g., due to changes in market conditions, such as increased volatilities or changes in correlations), it is reported to the appropriate risk committee and a discussion takes place with the relevant desk managers, after which either the risk position is reduced or the risk limit is temporarily or permanently increased.

**Model Review and Validation**

Our VaR and stress testing models are subject to review and validation by our independent model validation group at least annually. This review includes:

- a critical evaluation of the model, its theoretical soundness and adequacy for intended use;
- verification of the testing strategy utilized by the model developers to ensure that the model functions as intended; and
- verification of the suitability of the calculation techniques incorporated in the model.

Our VaR and stress testing models are regularly reviewed and enhanced in order to incorporate changes in the composition of positions included in the firm's market risk measures, as well as variations in market conditions. Prior to implementing significant changes to our assumptions and/or models, we perform model validation and test runs. Significant changes to our VaR and stress testing models are reviewed with the firm's chief risk officer and chief financial officer, and approved by the Firmwide Risk Committee.

We evaluate the accuracy of our VaR model through daily backtesting (i.e., comparing daily trading net revenues to the VaR measure calculated as of the prior business day) at the firmwide level and for each of our businesses and major regulated subsidiaries.

### Systems

We have made a significant investment in technology to monitor market risk including:

- an independent calculation of VaR and stress measures;
- risk measures calculated at individual position levels;
- attribution of risk measures to individual risk factors of each position;
- the ability to report many different views of the risk measures (e.g., by desk, business, product type or legal entity); and
- the ability to produce ad hoc analyses in a timely manner.

### Metrics

We analyze VaR at the firmwide level and a variety of more detailed levels, including by risk category, business, and region. The tables below present, by risk category, average daily VaR and period-end VaR, as well as the high and low VaR for the period. Diversification effect in the tables below represents the difference between total VaR and the sum of the VaRs for the four risk categories. This effect arises because the four market risk categories are not perfectly correlated.

#### Average Daily VaR

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Risk Categories</b>			
Interest rates	\$ 63	\$ 78	\$ 94
Equity prices	32	26	33
Currency rates	17	14	20
Commodity prices	19	22	32
Diversification effect	(51)	(54)	(66)
<b>Total</b>	<b>\$ 80</b>	<b>\$ 86</b>	<b>\$113</b>

Our average daily VaR decreased to \$80 million in 2013 from \$86 million in 2012, primarily reflecting a decrease in the interest rates category principally due to lower levels of volatility and decreased exposures. This decrease was partially offset by an increase in the equity prices category principally due to increased exposures.

Our average daily VaR decreased to \$86 million in 2012 from \$113 million in 2011, reflecting a decrease in the interest rates category due to lower levels of volatility, decreases in the commodity prices and currency rates categories due to reduced exposures and lower levels of volatility, and a decrease in the equity prices category due to reduced exposures. These decreases were partially offset by a decrease in the diversification benefit across risk categories.

#### Year-End VaR and High and Low VaR

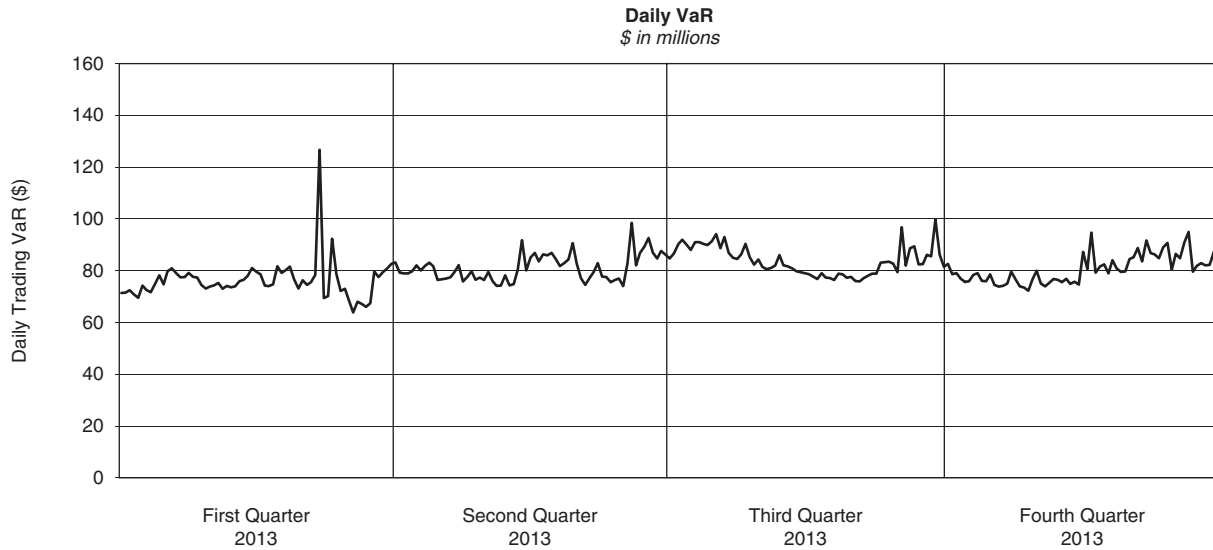
<i>in millions</i>	As of December		Year Ended December 2013	
	2013	2012	High	Low
<b>Risk Categories</b>				
Interest rates	\$ 59	\$ 64	\$ 77	\$54
Equity prices	35	22	90 <sup>1</sup>	20
Currency rates	16	9	37	9
Commodity prices	20	18	25	13
Diversification effect	(45)	(42)		
<b>Total</b>	<b>\$ 85</b>	<b>\$ 71</b>	<b>\$127</b>	<b>\$64</b>

1. Reflects the impact of temporarily increased exposures as a result of equity underwriting transactions.

Our daily VaR increased to \$85 million as of December 2013 from \$71 million as of December 2012, primarily reflecting increases in the equity prices and currency rates categories, principally due to increased exposures. These increases were partially offset by a decrease in the interest rates category primarily due to decreased exposures.

During 2013 and 2012, the firmwide VaR risk limit was not exceeded and in each year it was reduced on one occasion due to lower levels of volatility.

The chart below reflects the VaR over the last four quarters.

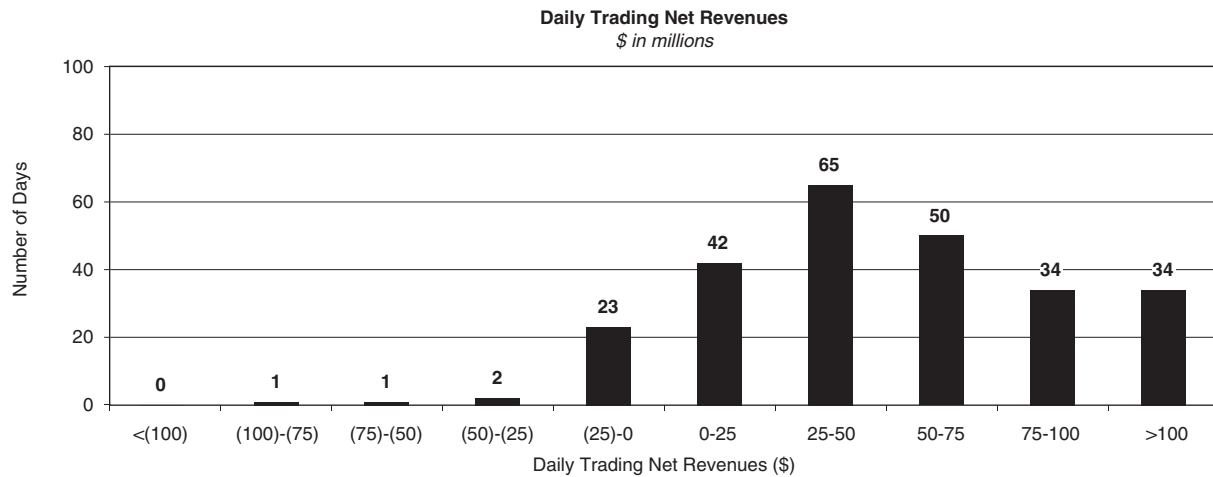


Daily trading net revenues are compared with VaR calculated as of the end of the prior business day. Trading losses incurred on a single day did not exceed our 95% one-day VaR during 2013 or 2012 (i.e., a VaR exception).

During periods in which the firm has significantly more positive net revenue days than net revenue loss days, we expect to have fewer VaR exceptions because, under normal conditions, our business model generally produces positive net revenues. In periods in which our franchise

revenues are adversely affected, we generally have more loss days, resulting in more VaR exceptions. In addition, VaR backtesting is performed against total daily market-making revenues, including bid/offer net revenues, which are more likely than not to be positive by their nature.

The chart below presents the frequency distribution of our daily trading net revenues for substantially all positions included in VaR for 2013.



### Sensitivity Measures

Certain portfolios and individual positions are not included in VaR because VaR is not the most appropriate risk measure. Other sensitivity measures we use to analyze market risk are described below.

**10% Sensitivity Measures.** The table below presents market risk for inventory positions that are not included in VaR. The market risk of these positions is determined by estimating the potential reduction in net revenues of a 10% decline in the underlying asset value. Equity positions below relate to private and restricted public equity securities, including interests in funds that invest in corporate equities and real estate and interests in hedge funds, which are included in "Financial instruments owned, at fair value." Debt positions include interests in funds that invest in corporate mezzanine and senior debt instruments, loans backed by commercial and residential real estate, corporate bank loans and other corporate debt, including acquired portfolios of distressed loans. These debt positions are included in "Financial instruments owned, at fair value." See Note 6 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about cash instruments. These measures do not reflect diversification benefits across asset categories or across other market risk measures.

Asset Categories	10% Sensitivity	
	Amount as of December	
<i>in millions</i>	2013	2012
Equity <sup>1</sup>	\$2,256	\$2,471
Debt	1,522	1,676
<b>Total</b>	<b>\$3,778</b>	<b>\$4,147</b>

1. December 2012 includes \$208 million related to our investment in the ordinary shares of ICBC, which was sold in the first half of 2013.

**Credit Spread Sensitivity on Derivatives and Borrowings.** VaR excludes the impact of changes in counterparty and our own credit spreads on derivatives as well as changes in our own credit spreads on unsecured borrowings for which the fair value option was elected. The estimated sensitivity to a one basis point increase in credit spreads (counterparty and our own) on derivatives was a gain of \$4 million and \$3 million (including hedges) as of December 2013 and December 2012, respectively. In addition, the estimated sensitivity to a one basis point increase in our own credit spreads on unsecured borrowings for which the fair value option was elected was a gain of \$8 million and \$7 million (including hedges) as of December 2013 and December 2012, respectively. However, the actual net impact of a change in our own credit spreads is also affected by the liquidity, duration and convexity (as the sensitivity is not linear to changes in yields) of those unsecured borrowings for which the fair value option was elected, as well as the relative performance of any hedges undertaken.

**Interest Rate Sensitivity.** As of December 2013 and December 2012, the firm had \$14.90 billion and \$6.50 billion, respectively, of loans held for investment which were accounted for at amortized cost and included in "Receivables from customers and counterparties," substantially all of which had floating interest rates. As of December 2013 and December 2012, the estimated sensitivity to a 100 basis point increase in interest rates on such loans was \$136 million and \$62 million, respectively, of additional interest income over a 12-month period, which does not take into account the potential impact of an increase in costs to fund such loans. See Note 8 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about loans held for investment.

**Management's Discussion and Analysis****Financial Statement Linkages to Market Risk Measures**

The firm employs a variety of risk measures, each described in the respective sections above, to monitor market risk across the consolidated statements of financial condition and consolidated statements of earnings. The related gains and losses on these positions are included in "Market making," "Other principal transactions," "Interest income" and "Interest expense." The table below presents certain categories in our consolidated statement of financial condition and the market risk measures used to assess those assets and liabilities. Certain categories on the consolidated statement of financial condition are incorporated in more than one risk measure.

<b>Categories on the Consolidated Statement of Financial Condition Included in Market Risk Measure</b>	<b>Market Risk Measure</b>
Securities segregated for regulatory and other purposes, at fair value	<ul style="list-style-type: none"> <li>• VaR</li> </ul>
Collateralized agreements <ul style="list-style-type: none"> <li>• Securities purchased under agreements to resell, at fair value</li> <li>• Securities borrowed, at fair value</li> </ul>	<ul style="list-style-type: none"> <li>• VaR</li> </ul>
Receivables from customers and counterparties <ul style="list-style-type: none"> <li>• Certain secured loans, at fair value</li> <li>• Loans held for investment, at amortized cost</li> </ul>	<ul style="list-style-type: none"> <li>• VaR</li> <li>• Interest Rate Sensitivity</li> </ul>
Financial instruments owned, at fair value	<ul style="list-style-type: none"> <li>• VaR</li> <li>• 10% Sensitivity Measures</li> <li>• Credit Spread Sensitivity — Derivatives</li> </ul>
Collateralized financings <ul style="list-style-type: none"> <li>• Securities sold under agreements to repurchase, at fair value</li> <li>• Securities loaned, at fair value</li> <li>• Other secured financings, at fair value</li> </ul>	<ul style="list-style-type: none"> <li>• VaR</li> </ul>
Financial instruments sold, but not yet purchased, at fair value	<ul style="list-style-type: none"> <li>• VaR</li> <li>• Credit Spread Sensitivity — Derivatives</li> </ul>
Unsecured short-term borrowings and unsecured long-term borrowings, at fair value	<ul style="list-style-type: none"> <li>• VaR</li> <li>• Credit Spread Sensitivity — Borrowings</li> </ul>

**Other Market Risk Considerations**

In addition, as of December 2013 and December 2012, we had commitments and held loans for which we have obtained credit loss protection from Sumitomo Mitsui Financial Group, Inc. See Note 18 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for further information about such lending commitments.

Additionally, we make investments accounted for under the equity method and we also make direct investments in real estate, both of which are included in "Other assets" in the consolidated statements of financial condition. Direct investments in real estate are accounted for at cost less accumulated depreciation. See Note 12 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K for information on "Other assets."

## **Credit Risk Management**

### **Overview**

Credit risk represents the potential for loss due to the default or deterioration in credit quality of a counterparty (e.g., an OTC derivatives counterparty or a borrower) or an issuer of securities or other instruments we hold. Our exposure to credit risk comes mostly from client transactions in OTC derivatives and loans and lending commitments. Credit risk also comes from cash placed with banks, securities financing transactions (i.e., resale and repurchase agreements and securities borrowing and lending activities) and receivables from brokers, dealers, clearing organizations, customers and counterparties.

Credit Risk Management, which is independent of the revenue-producing units and reports to the firm's chief risk officer, has primary responsibility for assessing, monitoring and managing credit risk at the firm. The Credit Policy Committee and the Firmwide Risk Committee establish and review credit policies and parameters. In addition, we hold other positions that give rise to credit risk (e.g., bonds held in our inventory and secondary bank loans). These credit risks are captured as a component of market risk measures, which are monitored and managed by Market Risk Management, consistent with other inventory positions. The firm also enters into derivatives to manage market risk exposures. Such derivatives also give rise to credit risk which is monitored and managed by Credit Risk Management.

Policies authorized by the Firmwide Risk Committee and the Credit Policy Committee prescribe the level of formal approval required for the firm to assume credit exposure to a counterparty across all product areas, taking into account any applicable netting provisions, collateral or other credit risk mitigants.

### **Credit Risk Management Process**

Effective management of credit risk requires accurate and timely information, a high level of communication and knowledge of customers, countries, industries and products. Our process for managing credit risk includes:

- approving transactions and setting and communicating credit exposure limits;
- monitoring compliance with established credit exposure limits;
- assessing the likelihood that a counterparty will default on its payment obligations;
- measuring the firm's current and potential credit exposure and losses resulting from counterparty default;
- reporting of credit exposures to senior management, the Board and regulators;
- use of credit risk mitigants, including collateral and hedging; and
- communication and collaboration with other independent control and support functions such as operations, legal and compliance.

As part of the risk assessment process, Credit Risk Management performs credit reviews which include initial and ongoing analyses of our counterparties. A credit review is an independent judgment about the capacity and willingness of a counterparty to meet its financial obligations. For substantially all of our credit exposures, the core of our process is an annual counterparty review. A counterparty review is a written analysis of a counterparty's business profile and financial strength resulting in an internal credit rating which represents the probability of default on financial obligations to the firm. The determination of internal credit ratings incorporates assumptions with respect to the counterparty's future business performance, the nature and outlook for the counterparty's industry, and the economic environment. Senior personnel within Credit Risk Management, with expertise in specific industries, inspect and approve credit reviews and internal credit ratings.

Our global credit risk management systems capture credit exposure to individual counterparties and on an aggregate basis to counterparties and their subsidiaries (economic groups). These systems also provide management with comprehensive information on our aggregate credit risk by product, internal credit rating, industry, country and region.

## Management's Discussion and Analysis

### Risk Measures and Limits

We measure our credit risk based on the potential loss in an event of non-payment by a counterparty. For derivatives and securities financing transactions, the primary measure is potential exposure, which is our estimate of the future exposure that could arise over the life of a transaction based on market movements within a specified confidence level. Potential exposure takes into account netting and collateral arrangements. For loans and lending commitments, the primary measure is a function of the notional amount of the position. We also monitor credit risk in terms of current exposure, which is the amount presently owed to the firm after taking into account applicable netting and collateral.

We use credit limits at various levels (counterparty, economic group, industry, country) to control the size of our credit exposures. Limits for counterparties and economic groups are reviewed regularly and revised to reflect changing appetites for a given counterparty or group of counterparties. Limits for industries and countries are based on the firm's risk tolerance and are designed to allow for regular monitoring, review, escalation and management of credit risk concentrations.

### Stress Tests/Scenario Analysis

We use regular stress tests to calculate the credit exposures, including potential concentrations that would result from applying shocks to counterparty credit ratings or credit risk factors (e.g., currency rates, interest rates, equity prices). These shocks include a wide range of moderate and more extreme market movements. Some of our stress tests include shocks to multiple risk factors, consistent with the occurrence of a severe market or economic event. In the case of sovereign default, we estimate the direct impact of the default on our sovereign credit exposures, changes to our credit exposures arising from potential market moves in response to the default, and the impact of credit market deterioration on corporate borrowers and counterparties that may result from the sovereign default. Unlike potential exposure, which is calculated within a specified confidence level, with a stress test there is generally no assumed probability of these events occurring.

We run stress tests on a regular basis as part of our routine risk management processes and conduct tailored stress tests on an ad hoc basis in response to market developments. Stress tests are regularly conducted jointly with the firm's market and liquidity risk functions.

### Risk Mitigants

To reduce our credit exposures on derivatives and securities financing transactions, we may enter into netting agreements with counterparties that permit us to offset receivables and payables with such counterparties. We may also reduce credit risk with counterparties by entering into agreements that enable us to obtain collateral from them on an upfront or contingent basis and/or to terminate transactions if the counterparty's credit rating falls below a specified level. We monitor the fair value of the collateral on a daily basis to ensure that our credit exposures are appropriately collateralized. We seek to minimize exposures where there is a significant positive correlation between the creditworthiness of our counterparties and the market value of collateral we receive.

For loans and lending commitments, depending on the credit quality of the borrower and other characteristics of the transaction, we employ a variety of potential risk mitigants. Risk mitigants include: collateral provisions, guarantees, covenants, structural seniority of the bank loan claims and, for certain lending commitments, provisions in the legal documentation that allow the firm to adjust loan amounts, pricing, structure and other terms as market conditions change. The type and structure of risk mitigants employed can significantly influence the degree of credit risk involved in a loan.

When we do not have sufficient visibility into a counterparty's financial strength or when we believe a counterparty requires support from its parent company, we may obtain third-party guarantees of the counterparty's obligations. We may also mitigate our credit risk using credit derivatives or participation agreements.

### Credit Exposures

As of December 2013, our credit exposures decreased as compared with December 2012, primarily reflecting decreases in OTC derivatives, cash and securities financing exposures, partially offset by an increase in loans and lending commitments. The percentage of our credit exposure arising from non-investment-grade counterparties (based on our internally determined public rating agency equivalents) increased from December 2012, primarily reflecting an increase in loans and lending commitments. During 2013, counterparty defaults primarily occurred within OTC derivatives and loans and lending commitments. The number of counterparty defaults during 2013 remained low and was less than 0.5% of all counterparties. Counterparty defaults were higher in 2013 (there were approximately 10 additional defaults compared with 2012), primarily related to OTC derivatives. Estimated losses associated with these defaults were higher compared with the prior year and were not material to the firm.



The firm's credit exposures are described further below.

**Cash and Cash Equivalents.** Cash and cash equivalents include both interest-bearing and non-interest-bearing deposits. To mitigate the risk of credit loss, we place substantially all of our deposits with highly-rated banks and central banks.

**OTC Derivatives.** The firm's credit exposure on OTC derivatives arises primarily from our market-making activities. The firm, as a market maker, enters into derivative transactions to provide liquidity to clients and to facilitate the transfer and hedging of their risks. The firm also enters into derivatives to manage market risk exposures. We manage our credit exposure on OTC derivatives using the credit risk process, measures, limits and risk mitigants described above.

Derivatives are reported on a net-by-counterparty basis (i.e., the net payable or receivable for derivative assets and liabilities for a given counterparty) when a legal right of setoff exists under an enforceable netting agreement. Derivatives are accounted for at fair value, net of cash collateral received or posted under enforceable credit support agreements. We generally enter into OTC derivatives transactions under bilateral collateral arrangements with daily exchange of collateral.

As credit risk is an essential component of fair value, the firm includes a credit valuation adjustment (CVA) in the fair value of derivatives to reflect counterparty credit risk,

as described in Note 7 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K. CVA is a function of the present value of expected exposure, the probability of counterparty default and the assumed recovery upon default.

The tables below present the distribution of our exposure to OTC derivatives by tenor, based on expected duration for mortgage-related credit derivatives and generally on remaining contractual maturity for other derivatives, both before and after the effect of collateral and netting agreements. Receivable and payable balances for the same counterparty across tenor categories are netted under enforceable netting agreements, and cash collateral received is netted under enforceable credit support agreements. Receivable and payable balances with the same counterparty in the same tenor category are netted within such tenor category. Net credit exposure in the tables below represents OTC derivative assets, all of which are included in "Financial instruments owned, at fair value," less cash collateral and the fair value of securities collateral, primarily U.S. government and federal agency obligations and non-U.S. government and agency obligations, received under credit support agreements, which management considers when determining credit risk, but such collateral is not eligible for netting under U.S. GAAP. The categories shown reflect our internally determined public rating agency equivalents.

As of December 2013

<i>in millions</i> Credit Rating Equivalent	0 - 12 Months	1 - 5 Years	5 Years or Greater	Total	Netting	OTC Derivative Assets	Net Credit Exposure
AAA/Aaa	\$ 473	\$ 1,470	\$ 2,450	\$ 4,393	\$ (2,087)	\$ 2,306	\$ 2,159
AA/Aa2	3,463	7,642	29,926	41,031	(27,918)	13,113	8,596
A/A2	12,693	25,666	29,701	68,060	(48,803)	19,257	11,188
BBB/Baa2	4,377	10,112	24,013	38,502	(29,213)	9,289	5,952
BB/Ba2 or lower	2,972	6,188	4,271	13,431	(5,357)	8,074	6,381
Unrated	1,289	45	238	1,572	(9)	1,563	1,144
<b>Total</b>	<b>\$25,267</b>	<b>\$51,123</b>	<b>\$ 90,599</b>	<b>\$166,989</b>	<b>\$(113,387)</b>	<b>\$53,602</b>	<b>\$35,420</b>

As of December 2012

<i>in millions</i> Credit Rating Equivalent	0 - 12 Months	1 - 5 Years	5 Years or Greater	Total	Netting	OTC Derivative Assets	Net Credit Exposure
AAA/Aaa	\$ 494	\$ 1,934	\$ 2,778	\$ 5,206	\$ (1,476)	\$ 3,730	\$ 3,443
AA/Aa2	4,631	7,483	20,357	32,471	(16,026)	16,445	10,467
A/A2	13,422	26,550	42,797	82,769	(57,868)	24,901	16,326
BBB/Baa2	7,032	12,173	27,676	46,881	(32,962)	13,919	4,577
BB/Ba2 or lower	2,489	5,762	7,676	15,927	(9,116)	6,811	4,544
Unrated	326	927	358	1,611	(13)	1,598	1,259
<b>Total</b>	<b>\$28,394</b>	<b>\$54,829</b>	<b>\$101,642</b>	<b>\$184,865</b>	<b>\$(117,461)</b>	<b>\$67,404</b>	<b>\$40,616</b>

## Management's Discussion and Analysis

**Lending and Financing Activities.** We manage the firm's lending and financing activities using the credit risk process, measures, limits and risk mitigants described above. Other lending positions, including secondary trading positions, are risk-managed as a component of market risk.

- **Lending Activities.** The firm's lending activities include lending to investment-grade and non-investment-grade corporate borrowers. Loans and lending commitments associated with these activities are principally used for operating liquidity and general corporate purposes or in connection with contingent acquisitions. The firm's lending activities also include extending loans to borrowers that are secured by commercial and other real estate. See the tables below for further information about our credit exposures associated with these lending activities.

- **Securities Financing Transactions.** The firm enters into securities financing transactions in order to, among other things, facilitate client activities, invest excess cash, acquire securities to cover short positions and finance certain firm activities. The firm bears credit risk related to resale agreements and securities borrowed only to the extent that cash advanced or the value of securities pledged or delivered to the counterparty exceeds the value of the collateral received. The firm also has credit exposure on repurchase agreements and securities loaned to the extent that the value of securities pledged or delivered to the counterparty for these transactions exceeds the amount of cash or collateral received. Securities collateral obtained for securities financing transactions primarily includes U.S. government and federal agency obligations and non-U.S. government and agency obligations. We manage our credit risk on securities financing transactions using the credit risk process, measures, limits and risk mitigants described above. We had approximately \$29 billion and \$37 billion as of December 2013 and December 2012, respectively, of credit exposure related to securities financing transactions reflecting both netting agreements and collateral that management considers when determining credit risk.

- **Other Credit Exposures.** The firm is exposed to credit risk from its receivables from brokers, dealers and clearing organizations and customers and counterparties. Receivables from brokers, dealers and clearing organizations are primarily comprised of initial cash margin placed with clearing organizations and receivables related to sales of securities which have traded, but not yet settled. These receivables generally have minimal credit risk due to the low probability of clearing organization default and the short-term nature of receivables related to securities settlements. Receivables from customers and counterparties are generally comprised of collateralized receivables related to customer securities transactions and generally have minimal credit risk due to both the value of the collateral received and the short-term nature of these receivables. Our net credit exposure related to these activities was approximately \$18 billion as of both December 2013 and December 2012, and was primarily comprised of initial margin (both cash and securities) placed with clearing organizations.

In addition, the firm extends other loans and lending commitments to its private wealth clients that are generally longer-term in nature and are primarily secured by residential real estate or other assets. The gross exposure related to such loans and lending commitments was approximately \$11 billion and \$7 billion as of December 2013 and December 2012, respectively. The fair value of the collateral received against such loans and lending commitments exceeded the gross exposure as of both December 2013 and December 2012.

### Credit Exposure by Industry, Region and Credit Quality

The tables below present the firm's credit exposures related to cash, OTC derivatives, and loans and lending commitments (excluding Securities Financing Transactions and Other Credit Exposures above) broken down by industry, region and credit quality.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Management's Discussion and Analysis**

**Credit Exposure by Industry**

<i>in millions</i>	Cash		OTC Derivatives		Loans and Lending Commitments <sup>1</sup>	
	As of December		As of December		As of December	
	2013	2012	2013	2012	2013	2012
Asset Managers & Funds	\$ 91	\$ —	\$10,812	\$10,552	\$ 2,075	\$ 1,673
Banks, Brokers & Other Financial Institutions	9,742	10,507	11,448	21,310	11,824	6,192
Consumer Products, Non-Durables & Retail	—	—	3,448	1,516	16,477	13,304
Government & Central Banks	51,294	62,162	13,446	14,729	1,897	1,782
Healthcare & Education	—	—	2,157	3,764	12,283	7,717
Insurance	—	—	2,771	4,214	3,085	3,199
Natural Resources & Utilities	—	—	4,781	4,383	17,970	16,360
Real Estate	6	—	388	381	8,550	3,796
Technology, Media, Telecommunications & Services	—	—	2,124	2,016	16,740	17,674
Transportation	—	—	673	1,207	6,729	6,557
Other	—	—	1,554	3,332	7,695	4,650
<b>Total</b>	<b>\$61,133</b>	<b>\$72,669</b>	<b>\$53,602</b>	<b>\$67,404</b>	<b>\$105,325</b>	<b>\$82,904</b>

**Credit Exposure by Region**

<i>in millions</i>	Cash		OTC Derivatives		Loans and Lending Commitments <sup>1</sup>	
	As of December		As of December		As of December	
	2013	2012	2013	2012	2013	2012
Americas	\$54,470	\$65,193	\$21,423	\$32,968	\$ 77,710	\$59,792
Europe, Middle East and Africa	2,143	1,683	25,983	26,739	25,222	21,104
Asia	4,520	5,793	6,196	7,697	2,393	2,008
<b>Total</b>	<b>\$61,133</b>	<b>\$72,669</b>	<b>\$53,602</b>	<b>\$67,404</b>	<b>\$105,325</b>	<b>\$82,904</b>

**Credit Exposure by Credit Quality**

<i>in millions</i>	Cash		OTC Derivatives		Loans and Lending Commitments <sup>1</sup>	
	As of December		As of December		As of December	
	2013	2012	2013	2012	2013	2012
<b>Credit Rating Equivalent</b>						
AAA/Aaa	\$50,519	\$59,825	\$ 2,306	\$ 3,730	\$ 3,079	\$ 2,179
AA/Aa2	2,748	6,356	13,113	16,445	7,001	7,220
A/A2	6,821	5,068	19,257	24,901	23,250	21,901
BBB/Baa2	527	326	9,289	13,919	30,496	26,313
BB/Ba2 or lower	518	1,094	8,074	6,811	41,114	25,291
Unrated	—	—	1,563	1,598	385	—
<b>Total</b>	<b>\$61,133</b>	<b>\$72,669</b>	<b>\$53,602</b>	<b>\$67,404</b>	<b>\$105,325</b>	<b>\$82,904</b>

1. Includes approximately \$23 billion and \$12 billion of loans as of December 2013 and December 2012, respectively, and approximately \$82 billion and \$71 billion of lending commitments as of December 2013 and December 2012, respectively. Excludes certain loans and related lending commitments that are risk-managed as part of market risk using VaR and sensitivity measures.

## Management's Discussion and Analysis

## Selected Country Exposures

There have been continuing concerns about European sovereign debt risk and its impact on the European banking system and a number of European member states have experienced significant credit deterioration. The most pronounced market concerns relate to Greece, Ireland, Italy, Portugal and Spain. The tables below present our credit exposure (both gross and net of hedges) to all sovereigns, financial institutions and corporate counterparties or borrowers in these countries. Credit exposure represents the potential for loss due to the default or deterioration in credit quality of a counterparty or borrower. In addition, the tables include the market exposure of our long and short inventory for which the issuer or underlier is located in these countries.

Market exposure represents the potential for loss in value of our inventory due to changes in market prices. There is no overlap between the credit and market exposures in the tables below.

The country of risk is determined by the location of the counterparty, issuer or underlier's assets, where they generate revenue, the country in which they are headquartered, and/or the government whose policies affect their ability to repay their obligations.

As of December 2013												
in millions	Credit Exposure						Market Exposure					
	Loans	OTC Derivatives	Other	Gross Funded	Hedges	Total Net Funded Credit Exposure	Unfunded Credit Exposure	Total Credit Exposure	Debt	Equities and Other	Credit Derivatives	Total Market Exposure
Greece												
Sovereign	\$ —	\$ 233	\$ —	\$ 233	\$ (72)	\$ 161	\$ —	\$ 161	\$ 12	\$ —	\$ (2)	\$ 10
Non-Sovereign	—	6	—	6	—	6	—	6	10	3	3	16
<b>Total Greece</b>	<b>—</b>	<b>239</b>	<b>—</b>	<b>239</b>	<b>(72)</b>	<b>167</b>	<b>—</b>	<b>167</b>	<b>22</b>	<b>3</b>	<b>1</b>	<b>26</b>
Ireland												
Sovereign	—	7	125	132	—	132	—	132	(48)	—	(162)	(210)
Non-Sovereign	373	356	127	856	(5)	851	41	892	291	91	108	490
<b>Total Ireland</b>	<b>373</b>	<b>363</b>	<b>252</b>	<b>988</b>	<b>(5)</b>	<b>983</b>	<b>41</b>	<b>1,024</b>	<b>243</b>	<b>91</b>	<b>(54)</b>	<b>280</b>
Italy												
Sovereign	—	1,704	2	1,706	(1,691)	15	—	15	371	—	62	433
Non-Sovereign	10	527	195	732	(31)	701	660	1,361	361	(13)	(794)	(446)
<b>Total Italy</b>	<b>10</b>	<b>2,231</b>	<b>197</b>	<b>2,438</b>	<b>(1,722)</b>	<b>716</b>	<b>660</b>	<b>1,376</b>	<b>732</b>	<b>(13)</b>	<b>(732)</b>	<b>(13)</b>
Portugal												
Sovereign	—	—	103	103	—	103	—	103	(27)	—	(73)	(100)
Non-Sovereign	—	16	20	36	—	36	—	36	126	—	(112)	14
<b>Total Portugal</b>	<b>—</b>	<b>16</b>	<b>123</b>	<b>139</b>	<b>—</b>	<b>139</b>	<b>—</b>	<b>139</b>	<b>99</b>	<b>—</b>	<b>(185)</b>	<b>(86)</b>
Spain												
Sovereign	—	52	—	52	—	52	—	52	930	—	223	1,153
Non-Sovereign	1,025	230	65	1,320	(93)	1,227	855	2,082	1,490	158	(1,144)	504
<b>Total Spain</b>	<b>1,025</b>	<b>282</b>	<b>65</b>	<b>1,372</b>	<b>(93)</b>	<b>1,279</b>	<b>855</b>	<b>2,134</b>	<b>2,420</b>	<b>158</b>	<b>(921)</b>	<b>1,657</b>
<b>Total</b>	<b>\$1,408<sup>1</sup></b>	<b>\$3,131<sup>2</sup></b>	<b>\$637</b>	<b>\$5,176</b>	<b>\$(1,892)<sup>3</sup></b>	<b>\$3,284</b>	<b>\$1,556</b>	<b>\$4,840</b>	<b>\$3,516</b>	<b>\$239</b>	<b>\$(1,891)<sup>3</sup></b>	<b>\$1,864</b>

1. Principally consists of loans collateralized by cash, securities and real estate.

2. Includes the benefit of \$4.4 billion of cash and U.S. Treasury securities collateral and excludes non-U.S. government and agency obligations and corporate securities collateral of \$254 million.

3. Includes written and purchased credit derivative notional reduced by the fair values of such credit derivatives.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Management's Discussion and Analysis**

As of December 2012

in millions	Credit Exposure									Market Exposure			
	Loans	OTC Derivatives	Other	Gross Funded	Hedges	Total Net Funded Credit Exposure	Unfunded Credit Exposure	Total Credit Exposure	Debt	Equities and Other	Credit Derivatives	Total Market Exposure	
<b>Greece</b>													
Sovereign	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 30	\$ —	\$ —	\$ 30	
Non-Sovereign	—	5	1	6	—	6	—	6	65	15	(5)	75	
<b>Total Greece</b>	—	5	1	6	—	6	—	6	95	15	(5)	105	
<b>Ireland</b>													
Sovereign	—	1	103	104	—	104	—	104	8	—	(150)	(142)	
Non-Sovereign	—	126	36	162	—	162	—	162	801	74	155	1,030	
<b>Total Ireland</b>	—	127	139	266	—	266	—	266	809	74	5	888	
<b>Italy</b>													
Sovereign	—	1,756	1	1,757	(1,714)	43	—	43	(415)	—	(603)	(1,018)	
Non-Sovereign	43	560	129	732	(33)	699	587	1,286	434	65	(996)	(497)	
<b>Total Italy</b>	43	2,316	130	2,489	(1,747)	742	587	1,329	19	65	(1,599)	(1,515)	
<b>Portugal</b>													
Sovereign	—	141	61	202	—	202	—	202	155	—	(226)	(71)	
Non-Sovereign	—	44	2	46	—	46	—	46	168	(6)	(133)	29	
<b>Total Portugal</b>	—	185	63	248	—	248	—	248	323	(6)	(359)	(42)	
<b>Spain</b>													
Sovereign	—	75	—	75	—	75	—	75	986	—	(268)	718	
Non-Sovereign	1,048	259	23	1,330	(95)	1,235	733	1,968	1,268	83	(186)	1,165	
<b>Total Spain</b>	1,048	334	23	1,405	(95)	1,310	733	2,043	2,254	83	(454)	1,883	
<b>Total</b>	\$1,091 <sup>1</sup>	\$2,967 <sup>2</sup>	\$356	\$4,414	\$(1,842) <sup>3</sup>	\$2,572	\$1,320	\$3,892	\$3,500	\$231	\$(2,412) <sup>3</sup>	\$ 1,319	

1. Principally consists of loans for which the fair value of collateral exceeds the carrying value of such loans.

2. Includes the benefit of \$6.6 billion of cash and U.S. Treasury securities collateral and excludes non-U.S. government and agency obligations and corporate securities collateral of \$357 million.

3. Includes written and purchased credit derivative notional reduced by the fair values of such credit derivatives.

We economically hedge our exposure to written credit derivatives by entering into offsetting purchased credit derivatives with identical underlyings. Where possible, we endeavor to match the tenor and credit default terms of such hedges to that of our written credit derivatives. Substantially all purchased credit derivatives included above are bought from investment-grade counterparties domiciled outside of these countries and are collateralized with cash, U.S. Treasury securities or German government agency obligations. The gross purchased and written credit derivative notional across the above countries for single-name and index credit default swaps (included in 'Hedges' and 'Credit Derivatives' in the tables above) were \$154.6 billion and \$148.2 billion, respectively, as of December 2013, and \$179.4 billion and \$168.6 billion, respectively, as of December 2012. Including netting under legally enforceable netting agreements, within each and across all of the countries above, the purchased and written credit derivative notional for single-name and index credit

default swaps were \$22.3 billion and \$15.8 billion, respectively, as of December 2013, and \$26.0 billion and \$15.3 billion, respectively, as of December 2012. These notional are not representative of our exposure because they exclude available netting under legally enforceable netting agreements on other derivatives outside of these countries and collateral received or posted under credit support agreements.

In credit exposure above, 'Other' principally consists of deposits, secured lending transactions and other secured receivables, net of applicable collateral. As of December 2013 and December 2012, \$11.9 billion and \$4.8 billion, respectively, of secured lending transactions and other secured receivables were fully collateralized.

For information about the nature of or payout under trigger events related to written and purchased credit protection contracts see Note 7 to the consolidated financial statements in Part II, Item 8 of the 2013 Form 10-K.

**Management's Discussion and Analysis**

To supplement our regular stress tests, we conduct tailored stress tests on an ad hoc basis in response to specific market events that we deem significant. For example, in response to the Euro area debt crisis, we conducted stress tests intended to estimate the direct and indirect impact that might result from a variety of possible events involving certain European member states, including sovereign defaults and the exit of one or more countries from the Euro area. In the stress tests, described in “Market Risk Management — Stress Testing” and “Credit Risk Management — Stress Tests/Scenario Analysis,” we estimated the direct impact of the event on our credit and market exposures resulting from shocks to risk factors including, but not limited to, currency rates, interest rates, and equity prices. The parameters of these shocks varied based on the scenario reflected in each stress test. We also estimated the indirect impact on our exposures arising from potential market moves in response to the event, such as the impact of credit market deterioration on corporate borrowers and counterparties along with the shocks to the risk factors described above. We reviewed estimated losses produced by the stress tests in order to understand their magnitude, highlight potential loss concentrations, and assess and mitigate our exposures where necessary.

Euro area exit scenarios included analysis of the impacts on exposure that might result from the redenomination of assets in the exiting country or countries. We also tested our operational and risk management readiness and capability to respond to a redenomination event. Constructing stress tests for these scenarios requires many assumptions about how exposures might be directly impacted and how resulting secondary market moves would indirectly impact such exposures. Given the multiple parameters involved in such scenarios, losses from such events are inherently difficult to quantify and may materially differ from our estimates.

See “Liquidity Risk Management — Modeled Liquidity Outflow,” “Market Risk Management — Stress Testing” and “Credit Risk Management — Stress Tests/Scenario Analysis” for further discussion.

## **Operational Risk Management**

### **Overview**

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Our exposure to operational risk arises from routine processing errors as well as extraordinary incidents, such as major systems failures. Potential types of loss events related to internal and external operational risk include:

- clients, products and business practices;
- execution, delivery and process management;
- business disruption and system failures;
- employment practices and workplace safety;
- damage to physical assets;
- internal fraud; and
- external fraud.

We maintain a comprehensive control framework designed to provide a well-controlled environment to minimize operational risks. The Firmwide Operational Risk Committee, along with the support of regional or entity-specific working groups or committees, provides oversight of the ongoing development and implementation of our operational risk policies and framework. Operational Risk Management is a risk management function independent of our revenue-producing units, reports to the firm's chief risk officer, and is responsible for developing and implementing policies, methodologies and a formalized framework for operational risk management with the goal of minimizing our exposure to operational risk.

### **Operational Risk Management Process**

Managing operational risk requires timely and accurate information as well as a strong control culture. We seek to manage our operational risk through:

- the training, supervision and development of our people;
- the active participation of senior management in identifying and mitigating key operational risks across the firm;
- independent control and support functions that monitor operational risk on a daily basis, and implementation of extensive policies and procedures, and controls designed to prevent the occurrence of operational risk events;
- proactive communication between our revenue-producing units and our independent control and support functions; and
- a network of systems throughout the firm to facilitate the collection of data used to analyze and assess our operational risk exposure.

We combine top-down and bottom-up approaches to manage and measure operational risk. From a top-down perspective, the firm's senior management assesses firmwide and business level operational risk profiles. From a bottom-up perspective, revenue-producing units and independent control and support functions are responsible for risk management on a day-to-day basis, including identifying, mitigating, and escalating operational risks to senior management.

Our operational risk framework is in part designed to comply with the operational risk measurement rules under Basel II and has evolved based on the changing needs of our businesses and regulatory guidance. Our framework comprises the following practices:

- risk identification and reporting;
- risk measurement; and
- risk monitoring.

Internal Audit performs an independent review of our operational risk framework, including our key controls, processes and applications, on an annual basis to assess the effectiveness of our framework.

## Management's Discussion and Analysis

### Risk Identification and Reporting

The core of our operational risk management framework is risk identification and reporting. We have a comprehensive data collection process, including firmwide policies and procedures, for operational risk events.

We have established policies that require managers in our revenue-producing units and our independent control and support functions to escalate operational risk events. When operational risk events are identified, our policies require that the events be documented and analyzed to determine whether changes are required in our systems and/or processes to further mitigate the risk of future events.

In addition, our firmwide systems capture internal operational risk event data, key metrics such as transaction volumes, and statistical information such as performance trends. We use an internally-developed operational risk management application to aggregate and organize this information. Managers from both revenue-producing units and independent control and support functions analyze the information to evaluate operational risk exposures and identify businesses, activities or products with heightened levels of operational risk. We also provide periodic operational risk reports to senior management, risk committees and the Board.

### Risk Measurement

We measure our operational risk exposure over a twelve-month time horizon using both statistical modeling and scenario analyses, which involve qualitative assessments of the potential frequency and extent of potential operational risk losses, for each of our businesses. Operational risk measurement incorporates qualitative and quantitative assessments of factors including:

- internal and external operational risk event data;
- assessments of our internal controls;
- evaluations of the complexity of our business activities;
- the degree of and potential for automation in our processes;
- new product information;
- the legal and regulatory environment;
- changes in the markets for our products and services, including the diversity and sophistication of our customers and counterparties; and
- the liquidity of the capital markets and the reliability of the infrastructure that supports the capital markets.

The results from these scenario analyses are used to monitor changes in operational risk and to determine business lines that may have heightened exposure to operational risk. These analyses ultimately are used in the determination of the appropriate level of operational risk capital to hold.

### Risk Monitoring

We evaluate changes in the operational risk profile of our businesses, including changes in business mix or jurisdictions in which we operate, by monitoring the factors noted above at a firmwide level. We have both detective and preventive internal controls, which are designed to reduce the frequency and severity of operational risk losses and the probability of operational risk events. We monitor the results of assessments and independent internal audits of these internal controls.

### Certain Risk Factors That May Affect Our Businesses

We face a variety of risks that are substantial and inherent in our businesses, including market, liquidity, credit, operational, legal, regulatory and reputational risks. For a discussion of how management seeks to manage some of these risks, see "Overview and Structure of Risk Management." A summary of the more important factors that could affect our businesses follows. For a further discussion of these and other important factors that could affect our businesses, financial condition, results of operations, cash flows and liquidity, see "Risk Factors" in Part I, Item 1A of the 2013 Form 10-K.

- Our businesses have been and may continue to be adversely affected by conditions in the global financial markets and economic conditions generally.
- Our businesses have been and may be adversely affected by declining asset values. This is particularly true for those businesses in which we have net "long" positions, receive fees based on the value of assets managed, or receive or post collateral.
- Our businesses have been and may be adversely affected by disruptions in the credit markets, including reduced access to credit and higher costs of obtaining credit.
- Our market-making activities have been and may be affected by changes in the levels of market volatility.
- Our investment banking, client execution and investment management businesses have been adversely affected and may continue to be adversely affected by market uncertainty or lack of confidence among investors and CEOs due to general declines in economic activity and other unfavorable economic, geopolitical or market conditions.



## Management's Discussion and Analysis

- Our investment management business may be affected by the poor investment performance of our investment products.
- We may incur losses as a result of ineffective risk management processes and strategies.
- Our liquidity, profitability and businesses may be adversely affected by an inability to access the debt capital markets or to sell assets or by a reduction in our credit ratings or by an increase in our credit spreads.
- Conflicts of interest are increasing and a failure to appropriately identify and address conflicts of interest could adversely affect our businesses.
- Group Inc. is a holding company and is dependent for liquidity on payments from its subsidiaries, many of which are subject to restrictions.
- Our businesses, profitability and liquidity may be adversely affected by deterioration in the credit quality of, or defaults by, third parties who owe us money, securities or other assets or whose securities or obligations we hold.
- Concentration of risk increases the potential for significant losses in our market-making, underwriting, investing and lending activities.
- The financial services industry is both highly competitive and interrelated.
- We face enhanced risks as new business initiatives lead us to transact with a broader array of clients and counterparties and expose us to new asset classes and new markets.
- Derivative transactions and delayed settlements may expose us to unexpected risk and potential losses.
- Our businesses may be adversely affected if we are unable to hire and retain qualified employees.
- Our businesses and those of our clients are subject to extensive and pervasive regulation around the world.
- We may be adversely affected by increased governmental and regulatory scrutiny or negative publicity.
- A failure in our operational systems or infrastructure, or those of third parties, could impair our liquidity, disrupt our businesses, result in the disclosure of confidential information, damage our reputation and cause losses.
- Substantial legal liability or significant regulatory action against us could have material adverse financial effects or cause us significant reputational harm, which in turn could seriously harm our business prospects.
- The growth of electronic trading and the introduction of new trading technology may adversely affect our business and may increase competition.
- Our commodities activities, particularly our physical commodities activities, subject us to extensive regulation, potential catastrophic events and environmental, reputational and other risks that may expose us to significant liabilities and costs.
- In conducting our businesses around the world, we are subject to political, economic, legal, operational and other risks that are inherent in operating in many countries.
- We may incur losses as a result of unforeseen or catastrophic events, including the emergence of a pandemic, terrorist attacks, extreme weather events or other natural disasters.

### Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Quantitative and qualitative disclosures about market risk are set forth under “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Overview and Structure of Risk Management” in Part II, Item 7 of the 2013 Form 10-K.

**Item 8. Financial Statements and Supplementary Data**  
**INDEX**

	<b>Page No.</b>
Management's Report on Internal Control over Financial Reporting	121
Report of Independent Registered Public Accounting Firm	122
<b>Consolidated Financial Statements</b>	<b>123</b>
Consolidated Statements of Earnings	123
Consolidated Statements of Comprehensive Income	124
Consolidated Statements of Financial Condition	125
Consolidated Statements of Changes in Shareholders' Equity	126
Consolidated Statements of Cash Flows	127
<b>Notes to Consolidated Financial Statements</b>	<b>128</b>
Note 1. Description of Business	128
Note 2. Basis of Presentation	128
Note 3. Significant Accounting Policies	129
Note 4. Financial Instruments Owned, at Fair Value and Financial Instruments Sold, But Not Yet Purchased, at Fair Value	134
Note 5. Fair Value Measurements	136
Note 6. Cash Instruments	138
Note 7. Derivatives and Hedging Activities	147
Note 8. Fair Value Option	164
Note 9. Collateralized Agreements and Financings	173
Note 10. Securitization Activities	178
Note 11. Variable Interest Entities	181
Note 12. Other Assets	185
Note 13. Goodwill and Identifiable Intangible Assets	186
Note 14. Deposits	189
Note 15. Short-Term Borrowings	190
Note 16. Long-Term Borrowings	190
Note 17. Other Liabilities and Accrued Expenses	193
Note 18. Commitments, Contingencies and Guarantees	194
Note 19. Shareholders' Equity	200
Note 20. Regulation and Capital Adequacy	203
Note 21. Earnings Per Common Share	208
Note 22. Transactions with Affiliated Funds	208
Note 23. Interest Income and Interest Expense	209
Note 24. Income Taxes	210
Note 25. Business Segments	213
Note 26. Credit Concentrations	217
Note 27. Legal Proceedings	218
Note 28. Employee Benefit Plans	225
Note 29. Employee Incentive Plans	225
Note 30. Parent Company	228
<b>Supplemental Financial Information</b>	<b>229</b>
Quarterly Results	229
Common Stock Price Range	230
Common Stock Performance	230
Selected Financial Data	231
Statistical Disclosures	232

## Management's Report on Internal Control over Financial Reporting

Management of The Goldman Sachs Group, Inc., together with its consolidated subsidiaries (the firm), is responsible for establishing and maintaining adequate internal control over financial reporting. The firm's internal control over financial reporting is a process designed under the supervision of the firm's principal executive and principal financial officers to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the firm's financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

As of December 31, 2013, management conducted an assessment of the firm's internal control over financial reporting based on the framework established in *Internal Control — Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, management has determined that the firm's internal control over financial reporting as of December 31, 2013 was effective.

Our internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of assets; provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the firm; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the firm's assets that could have a material effect on our financial statements.

The firm's internal control over financial reporting as of December 31, 2013 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report appearing on page 122, which expresses an unqualified opinion on the effectiveness of the firm's internal control over financial reporting as of December 31, 2013.

## Report of Independent Registered Public Accounting Firm

To the Board of Directors and the Shareholders of  
The Goldman Sachs Group, Inc.:

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of The Goldman Sachs Group, Inc. and its subsidiaries (the Company) at December 31, 2013 and 2012, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2013, in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on criteria established in *Internal Control — Integrated Framework (1992)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing on page 121. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

New York, New York  
February 27, 2014

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Consolidated Statements of Earnings**

	Year Ended December		
	2013	2012	2011
<i>in millions, except per share amounts</i>			
<b>Revenues</b>			
Investment banking	\$ 6,004	\$ 4,941	\$ 4,361
Investment management	5,194	4,968	4,691
Commissions and fees	3,255	3,161	3,773
Market making	9,368	11,348	9,287
Other principal transactions	6,993	5,865	1,507
Total non-interest revenues	30,814	30,283	23,619
Interest income	10,060	11,381	13,174
Interest expense	6,668	7,501	7,982
Net interest income	3,392	3,880	5,192
Net revenues, including net interest income	34,206	34,163	28,811
<b>Operating expenses</b>			
Compensation and benefits	12,613	12,944	12,223
Brokerage, clearing, exchange and distribution fees	2,341	2,208	2,463
Market development	541	509	640
Communications and technology	776	782	828
Depreciation and amortization	1,322	1,738	1,865
Occupancy	839	875	1,030
Professional fees	930	867	992
Insurance reserves	176	598	529
Other expenses	2,931	2,435	2,072
Total non-compensation expenses	9,856	10,012	10,419
Total operating expenses	22,469	22,956	22,642
Pre-tax earnings	11,737	11,207	6,169
Provision for taxes	3,697	3,732	1,727
Net earnings	8,040	7,475	4,442
Preferred stock dividends	314	183	1,932
<b>Net earnings applicable to common shareholders</b>	<b>\$ 7,726</b>	<b>\$ 7,292</b>	<b>\$ 2,510</b>
<b>Earnings per common share</b>			
Basic	\$ 16.34	\$ 14.63	\$ 4.71
Diluted	15.46	14.13	4.51
<b>Average common shares outstanding</b>			
Basic	471.3	496.2	524.6
Diluted	499.6	516.1	556.9

The accompanying notes are an integral part of these consolidated financial statements.

**Consolidated Statements of Comprehensive Income**

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Net earnings	<b>\$8,040</b>	\$7,475	\$4,442
Other comprehensive income/(loss) adjustments, net of tax:			
Currency translation	<b>(50)</b>	(89)	(55)
Pension and postretirement liabilities	<b>38</b>	168	(145)
Available-for-sale securities	<b>(327)</b>	244	(30)
Cash flow hedges	<b>8</b>	—	—
Other comprehensive income/(loss)	<b>(331)</b>	323	(230)
<b>Comprehensive income</b>	<b>\$7,709</b>	\$7,798	\$4,212

The accompanying notes are an integral part of these consolidated financial statements.

**Consolidated Statements of Financial Condition**

	As of December	
<i>in millions, except share and per share amounts</i>	2013	2012
<b>Assets</b>		
Cash and cash equivalents	<b>\$ 61,133</b>	\$ 72,669
Cash and securities segregated for regulatory and other purposes (includes \$31,937 and \$30,484 at fair value as of December 2013 and December 2012, respectively)	<b>49,671</b>	49,671
Collateralized agreements:		
Securities purchased under agreements to resell and federal funds sold (includes \$161,297 and \$141,331 at fair value as of December 2013 and December 2012, respectively)	<b>161,732</b>	141,334
Securities borrowed (includes \$60,384 and \$38,395 at fair value as of December 2013 and December 2012, respectively)	<b>164,566</b>	136,893
Receivables from brokers, dealers and clearing organizations	<b>23,840</b>	18,480
Receivables from customers and counterparties (includes \$7,416 and \$7,866 at fair value as of December 2013 and December 2012, respectively)	<b>88,935</b>	72,874
Financial instruments owned, at fair value (includes \$62,348 and \$67,177 pledged as collateral as of December 2013 and December 2012, respectively)	<b>339,121</b>	407,011
Other assets (includes \$18 and \$13,426 at fair value as of December 2013 and December 2012, respectively)	<b>22,509</b>	39,623
<b>Total assets</b>	<b>\$911,507</b>	\$938,555
<b>Liabilities and shareholders' equity</b>		
Deposits (includes \$7,255 and \$5,100 at fair value as of December 2013 and December 2012, respectively)	<b>\$ 70,807</b>	\$ 70,124
Collateralized financings:		
Securities sold under agreements to repurchase, at fair value	<b>164,782</b>	171,807
Securities loaned (includes \$973 and \$1,558 at fair value as of December 2013 and December 2012, respectively)	<b>18,745</b>	13,765
Other secured financings (includes \$23,591 and \$30,337 at fair value as of December 2013 and December 2012, respectively)	<b>24,814</b>	32,010
Payables to brokers, dealers and clearing organizations	<b>5,349</b>	5,283
Payables to customers and counterparties	<b>199,416</b>	189,202
Financial instruments sold, but not yet purchased, at fair value	<b>127,426</b>	126,644
Unsecured short-term borrowings, including the current portion of unsecured long-term borrowings (includes \$19,067 and \$17,595 at fair value as of December 2013 and December 2012, respectively)	<b>44,692</b>	44,304
Unsecured long-term borrowings (includes \$11,691 and \$12,593 at fair value as of December 2013 and December 2012, respectively)	<b>160,965</b>	167,305
Other liabilities and accrued expenses (includes \$388 and \$12,043 at fair value as of December 2013 and December 2012, respectively)	<b>16,044</b>	42,395
Total liabilities	<b>833,040</b>	862,839
<b>Commitments, contingencies and guarantees</b>		
<b>Shareholders' equity</b>		
Preferred stock, par value \$0.01 per share; aggregate liquidation preference of \$7,200 and \$6,200 as of December 2013 and December 2012, respectively	<b>7,200</b>	6,200
Common stock, par value \$0.01 per share; 4,000,000,000 shares authorized, 837,219,068 and 816,807,400 shares issued as of December 2013 and December 2012, respectively, and 446,359,012 and 465,148,387 shares outstanding as of December 2013 and December 2012, respectively	<b>8</b>	8
Restricted stock units and employee stock options	<b>3,839</b>	3,298
Nonvoting common stock, par value \$0.01 per share; 200,000,000 shares authorized, no shares issued and outstanding	<b>—</b>	—
Additional paid-in capital	<b>48,998</b>	48,030
Retained earnings	<b>71,961</b>	65,223
Accumulated other comprehensive loss	<b>(524)</b>	(193)
Stock held in treasury, at cost, par value \$0.01 per share; 390,860,058 and 351,659,015 shares as of December 2013 and December 2012, respectively	<b>(53,015)</b>	(46,850)
Total shareholders' equity	<b>78,467</b>	75,716
<b>Total liabilities and shareholders' equity</b>	<b>\$911,507</b>	\$938,555

The accompanying notes are an integral part of these consolidated financial statements.

**Consolidated Statements of Changes in Shareholders' Equity**

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Preferred stock</b>			
Balance, beginning of year	\$ 6,200	\$ 3,100	\$ 6,957
Issued	1,000	3,100	—
Repurchased	—	—	(3,857)
Balance, end of year	7,200	6,200	3,100
<b>Common stock</b>			
Balance, beginning of year	8	8	8
Issued	—	—	—
Balance, end of year	8	8	8
<b>Restricted stock units and employee stock options</b>			
Balance, beginning of year	3,298	5,681	7,706
Issuance and amortization of restricted stock units and employee stock options	2,017	1,368	2,863
Delivery of common stock underlying restricted stock units	(1,378)	(3,659)	(4,791)
Forfeiture of restricted stock units and employee stock options	(79)	(90)	(93)
Exercise of employee stock options	(19)	(2)	(4)
Balance, end of year	3,839	3,298	5,681
<b>Additional paid-in capital</b>			
Balance, beginning of year	48,030	45,553	42,103
Issuance of common stock	—	—	103
Delivery of common stock underlying share-based awards	1,483	3,939	5,160
Cancellation of restricted stock units in satisfaction of withholding tax requirements	(599)	(1,437)	(1,911)
Preferred stock issuance costs	(9)	(13)	—
Excess net tax benefit/(provision) related to share-based awards	94	(11)	138
Cash settlement of share-based compensation	(1)	(1)	(40)
Balance, end of year	48,998	48,030	45,553
<b>Retained earnings</b>			
Balance, beginning of year	65,223	58,834	57,163
Net earnings	8,040	7,475	4,442
Dividends and dividend equivalents declared on common stock and restricted stock units	(988)	(903)	(769)
Dividends declared on preferred stock	(314)	(183)	(2,002)
Balance, end of year	71,961	65,223	58,834
<b>Accumulated other comprehensive loss</b>			
Balance, beginning of year	(193)	(516)	(286)
Other comprehensive income/(loss)	(331)	323	(230)
Balance, end of year	(524)	(193)	(516)
<b>Stock held in treasury, at cost</b>			
Balance, beginning of year	(46,850)	(42,281)	(36,295)
Repurchased	(6,175)	(4,637)	(6,036)
Reissued	40	77	65
Other	(30)	(9)	(15)
Balance, end of year	(53,015)	(46,850)	(42,281)
<b>Total shareholders' equity</b>	<b>\$ 78,467</b>	<b>\$ 75,716</b>	<b>\$ 70,379</b>

The accompanying notes are an integral part of these consolidated financial statements.



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Consolidated Statements of Cash Flows**

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Cash flows from operating activities</b>			
Net earnings	\$ 8,040	\$ 7,475	\$ 4,442
Adjustments to reconcile net earnings to net cash provided by/(used for) operating activities			
Depreciation and amortization	1,322	1,738	1,869
Deferred income taxes	29	(356)	726
Share-based compensation	2,015	1,319	2,849
Gain on sale of hedge fund administration business	—	(494)	—
Gain on sale of European insurance business	(211)	—	—
Changes in operating assets and liabilities			
Cash and securities segregated for regulatory and other purposes	(143)	10,817	(10,532)
Net receivables from brokers, dealers and clearing organizations	(5,313)	(2,838)	(3,780)
Net payables to customers and counterparties	1,631	(17,661)	13,883
Securities borrowed, net of securities loaned	(22,698)	23,031	8,940
Securities sold under agreements to repurchase, net of securities purchased under agreements to resell and federal funds sold	(28,971)	53,527	122
Financial instruments owned, at fair value	51,079	(48,783)	5,085
Financial instruments sold, but not yet purchased, at fair value	933	(18,867)	4,243
Other, net	(3,170)	3,971	(5,346)
Net cash provided by operating activities	4,543	12,879	22,501
<b>Cash flows from investing activities</b>			
Purchase of property, leasehold improvements and equipment	(706)	(961)	(1,184)
Proceeds from sales of property, leasehold improvements and equipment	62	49	78
Business acquisitions, net of cash acquired	(2,274)	(593)	(431)
Proceeds from sales of investments	2,503	1,195	2,645
Purchase of available-for-sale securities	(738)	(5,220)	(2,752)
Proceeds from sales of available-for-sale securities	817	4,537	3,129
Loans held for investment, net	(8,392)	(2,741)	(856)
Net cash provided by/(used for) investing activities	(8,728)	(3,734)	629
<b>Cash flows from financing activities</b>			
Unsecured short-term borrowings, net	1,336	(1,952)	(3,780)
Other secured financings (short-term), net	(7,272)	1,540	(1,195)
Proceeds from issuance of other secured financings (long-term)	6,604	4,687	9,809
Repayment of other secured financings (long-term), including the current portion	(3,630)	(11,576)	(8,878)
Proceeds from issuance of unsecured long-term borrowings	30,851	27,734	29,169
Repayment of unsecured long-term borrowings, including the current portion	(30,473)	(36,435)	(29,187)
Derivative contracts with a financing element, net	874	1,696	1,602
Deposits, net	683	24,015	7,540
Preferred stock repurchased	—	—	(3,857)
Common stock repurchased	(6,175)	(4,640)	(6,048)
Dividends and dividend equivalents paid on common stock, preferred stock and restricted stock units	(1,302)	(1,086)	(2,771)
Proceeds from issuance of preferred stock, net of issuance costs	991	3,087	—
Proceeds from issuance of common stock, including stock option exercises	65	317	368
Excess tax benefit related to share-based compensation	98	130	358
Cash settlement of share-based compensation	(1)	(1)	(40)
Net cash provided by/(used for) financing activities	(7,351)	7,516	(6,910)
Net increase/(decrease) in cash and cash equivalents	(11,536)	16,661	16,220
Cash and cash equivalents, beginning of year	72,669	56,008	39,788
<b>Cash and cash equivalents, end of year</b>	<b>\$ 61,133</b>	<b>\$ 72,669</b>	<b>\$ 56,008</b>

**SUPPLEMENTAL DISCLOSURES:**

Cash payments for interest, net of capitalized interest, were \$5.69 billion, \$9.25 billion and \$8.05 billion for 2013, 2012 and 2011, respectively.

Cash payments for income taxes, net of refunds, were \$4.07 billion, \$1.88 billion and \$1.78 billion for 2013, 2012 and 2011, respectively.

*Non-cash activities:*

During 2012, the firm assumed \$77 million of debt in connection with business acquisitions. During 2011, the firm assumed \$2.09 billion of debt and issued \$103 million of common stock in connection with the acquisition of Goldman Sachs Australia Pty Ltd (GS Australia), formerly Goldman Sachs & Partners Australia Group Holdings Pty Ltd.

The accompanying notes are an integral part of these consolidated financial statements.

**Notes to Consolidated Financial Statements****Note 1.****Description of Business**

The Goldman Sachs Group, Inc. (Group Inc.), a Delaware corporation, together with its consolidated subsidiaries (collectively, the firm), is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. Founded in 1869, the firm is headquartered in New York and maintains offices in all major financial centers around the world.

The firm reports its activities in the following four business segments:

**Investment Banking**

The firm provides a broad range of investment banking services to a diverse group of corporations, financial institutions, investment funds and governments. Services include strategic advisory assignments with respect to mergers and acquisitions, divestitures, corporate defense activities, risk management, restructurings and spin-offs, and debt and equity underwriting of public offerings and private placements, including domestic and cross-border transactions, as well as derivative transactions directly related to these activities.

**Institutional Client Services**

The firm facilitates client transactions and makes markets in fixed income, equity, currency and commodity products, primarily with institutional clients such as corporations, financial institutions, investment funds and governments. The firm also makes markets in and clears client transactions on major stock, options and futures exchanges worldwide and provides financing, securities lending and other prime brokerage services to institutional clients.

**Investing & Lending**

The firm invests in and originates loans to provide financing to clients. These investments and loans are typically longer-term in nature. The firm makes investments, some of which are consolidated, directly and indirectly through funds that the firm manages, in debt securities and loans, public and private equity securities, and real estate entities.

**Investment Management**

The firm provides investment management services and offers investment products (primarily through separately managed accounts and commingled vehicles, such as mutual funds and private investment funds) across all major asset classes to a diverse set of institutional and individual clients. The firm also offers wealth advisory services, including portfolio management and financial counseling, and brokerage and other transaction services to high-net-worth individuals and families.

**Note 2.****Basis of Presentation**

These consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP) and include the accounts of Group Inc. and all other entities in which the firm has a controlling financial interest. Intercompany transactions and balances have been eliminated.

All references to 2013, 2012 and 2011 refer to the firm's years ended, or the dates, as the context requires, December 31, 2013, December 31, 2012 and December 31, 2011, respectively. Any reference to a future year refers to a year ending on December 31 of that year. Certain reclassifications have been made to previously reported amounts to conform to the current presentation.

**Note 3.**

**Significant Accounting Policies**

The firm's significant accounting policies include when and how to measure the fair value of assets and liabilities, accounting for goodwill and identifiable intangible assets, and when to consolidate an entity. See Notes 5 through 8 for policies on fair value measurements, Note 13 for policies on goodwill and identifiable intangible assets, and below and Note 11 for policies on consolidation accounting. All other significant accounting policies are either discussed below or included in the following footnotes:

Financial Instruments Owned, at Fair Value and Financial Instruments Sold, But Not Yet Purchased, at Fair Value	Note 4
Fair Value Measurements	Note 5
Cash Instruments	Note 6
Derivatives and Hedging Activities	Note 7
Fair Value Option	Note 8
Collateralized Agreements and Financings	Note 9
Securitization Activities	Note 10
Variable Interest Entities	Note 11
Other Assets	Note 12
Goodwill and Identifiable Intangible Assets	Note 13
Deposits	Note 14
Short-Term Borrowings	Note 15
Long-Term Borrowings	Note 16
Other Liabilities and Accrued Expenses	Note 17
Commitments, Contingencies and Guarantees	Note 18
Shareholders' Equity	Note 19
Regulation and Capital Adequacy	Note 20
Earnings Per Common Share	Note 21
Transactions with Affiliated Funds	Note 22
Interest Income and Interest Expense	Note 23
Income Taxes	Note 24
Business Segments	Note 25
Credit Concentrations	Note 26
Legal Proceedings	Note 27
Employee Benefit Plans	Note 28
Employee Incentive Plans	Note 29
Parent Company	Note 30

**Consolidation**

The firm consolidates entities in which the firm has a controlling financial interest. The firm determines whether it has a controlling financial interest in an entity by first evaluating whether the entity is a voting interest entity or a variable interest entity (VIE).

**Voting Interest Entities.** Voting interest entities are entities in which (i) the total equity investment at risk is sufficient to enable the entity to finance its activities independently and (ii) the equity holders have the power to direct the activities of the entity that most significantly impact its economic performance, the obligation to absorb the losses of the entity and the right to receive the residual returns of the entity. The usual condition for a controlling financial interest in a voting interest entity is ownership of a majority voting interest. If the firm has a majority voting interest in a voting interest entity, the entity is consolidated.

**Variable Interest Entities.** A VIE is an entity that lacks one or more of the characteristics of a voting interest entity. The firm has a controlling financial interest in a VIE when the firm has one or more variable interests that provide it with (i) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (ii) the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. See Note 11 for further information about VIEs.

**Equity-Method Investments.** When the firm does not have a controlling financial interest in an entity but can exert significant influence over the entity's operating and financial policies, the investment is accounted for either (i) under the equity method of accounting or (ii) at fair value by electing the fair value option available under U.S. GAAP. Significant influence generally exists when the firm owns 20% to 50% of the entity's common stock or in-substance common stock.

In general, the firm accounts for investments acquired after the fair value option became available, at fair value. In certain cases, the firm applies the equity method of accounting to new investments that are strategic in nature or closely related to the firm's principal business activities, when the firm has a significant degree of involvement in the cash flows or operations of the investee or when cost-benefit considerations are less significant. See Note 12 for further information about equity-method investments.

**Notes to Consolidated Financial Statements**

**Investment Funds.** The firm has formed numerous investment funds with third-party investors. These funds are typically organized as limited partnerships or limited liability companies for which the firm acts as general partner or manager. Generally, the firm does not hold a majority of the economic interests in these funds. These funds are usually voting interest entities and generally are not consolidated because third-party investors typically have rights to terminate the funds or to remove the firm as general partner or manager. Investments in these funds are included in “Financial instruments owned, at fair value.” See Notes 6, 18 and 22 for further information about investments in funds.

**Use of Estimates**

Preparation of these consolidated financial statements requires management to make certain estimates and assumptions, the most important of which relate to fair value measurements, accounting for goodwill and identifiable intangible assets and the provisions for losses that may arise from litigation, regulatory proceedings and tax audits. These estimates and assumptions are based on the best available information but actual results could be materially different.

**Revenue Recognition****Financial Assets and Financial Liabilities at Fair Value.**

Financial instruments owned, at fair value and Financial instruments sold, but not yet purchased, at fair value are recorded at fair value either under the fair value option or in accordance with other U.S. GAAP. In addition, the firm has elected to account for certain of its other financial assets and financial liabilities at fair value by electing the fair value option. The fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Financial assets are marked to bid prices and financial liabilities are marked to offer prices. Fair value measurements do not include transaction costs. Fair value gains or losses are generally included in “Market making” for positions in Institutional Client Services and “Other principal transactions” for positions in Investing & Lending. See Notes 5 through 8 for further information about fair value measurements.

**Investment Banking.** Fees from financial advisory assignments and underwriting revenues are recognized in earnings when the services related to the underlying transaction are completed under the terms of the assignment. Expenses associated with such transactions are deferred until the related revenue is recognized or the assignment is otherwise concluded. Expenses associated with financial advisory assignments are recorded as non-compensation expenses, net of client reimbursements. Underwriting revenues are presented net of related expenses.

**Investment Management.** The firm earns management fees and incentive fees for investment management services. Management fees for mutual funds are calculated as a percentage of daily net asset value and are received monthly. Management fees for hedge funds and separately managed accounts are calculated as a percentage of month-end net asset value and are generally received quarterly. Management fees for private equity funds are calculated as a percentage of monthly invested capital or commitments and are received quarterly, semi-annually or annually, depending on the fund. All management fees are recognized over the period that the related service is provided. Incentive fees are calculated as a percentage of a fund’s or separately managed account’s return, or excess return above a specified benchmark or other performance target. Incentive fees are generally based on investment performance over a 12-month period or over the life of a fund. Fees that are based on performance over a 12-month period are subject to adjustment prior to the end of the measurement period. For fees that are based on investment performance over the life of the fund, future investment underperformance may require fees previously distributed to the firm to be returned to the fund. Incentive fees are recognized only when all material contingencies have been resolved. Management and incentive fee revenues are included in “Investment management” revenues.

The firm makes payments to brokers and advisors related to the placement of the firm’s investment funds. These payments are computed based on either a percentage of the management fee or the investment fund’s net asset value. Where the firm is principal to the arrangement, such costs are recorded on a gross basis and included in “Brokerage, clearing, exchange and distribution fees,” and where the firm is agent to the arrangement, such costs are recorded on a net basis in “Investment management” revenues.

**Notes to Consolidated Financial Statements**

**Commissions and Fees.** The firm earns “Commissions and fees” from executing and clearing client transactions on stock, options and futures markets. Commissions and fees are recognized on the day the trade is executed.

**Transfers of Assets**

Transfers of assets are accounted for as sales when the firm has relinquished control over the assets transferred. For transfers of assets accounted for as sales, any related gains or losses are recognized in net revenues. Assets or liabilities that arise from the firm’s continuing involvement with transferred assets are measured at fair value. For transfers of assets that are not accounted for as sales, the assets remain in “Financial instruments owned, at fair value” and the transfer is accounted for as a collateralized financing, with the related interest expense recognized over the life of the transaction. See Note 9 for further information about transfers of assets accounted for as collateralized financings and Note 10 for further information about transfers of assets accounted for as sales.

**Cash and Cash Equivalents**

The firm defines cash equivalents as highly liquid overnight deposits held in the ordinary course of business. As of December 2013 and December 2012, “Cash and cash equivalents” included \$4.14 billion and \$6.75 billion, respectively, of cash and due from banks, and \$56.99 billion and \$65.92 billion, respectively, of interest-bearing deposits with banks.

**Receivables from Customers and Counterparties**

Receivables from customers and counterparties generally relate to collateralized transactions. Such receivables are primarily comprised of customer margin loans, certain transfers of assets accounted for as secured loans rather than purchases at fair value, collateral posted in connection with certain derivative transactions, and loans held for investment. Certain of the firm’s receivables from customers and counterparties are accounted for at fair value under the fair value option, with changes in fair value generally included in “Market making” revenues. Receivables from customers and counterparties not accounted for at fair value, including loans held for investment, are accounted for at amortized cost net of estimated uncollectible amounts. Interest on receivables from customers and counterparties is recognized over the life of the transaction and included in “Interest income.” See Note 8 for further information about receivables from customers and counterparties.

**Receivables from and Payables to Brokers, Dealers and Clearing Organizations**

Receivables from and payables to brokers, dealers and clearing organizations are accounted for at cost plus accrued interest, which generally approximates fair value. While these receivables and payables are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm’s fair value hierarchy in Notes 6, 7 and 8. Had these receivables and payables been included in the firm’s fair value hierarchy, substantially all would have been classified in level 2 as of December 2013.

**Payables to Customers and Counterparties**

Payables to customers and counterparties primarily consist of customer credit balances related to the firm’s prime brokerage activities. Payables to customers and counterparties are accounted for at cost plus accrued interest, which generally approximates fair value. While these payables are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm’s fair value hierarchy in Notes 6, 7 and 8. Had these payables been included in the firm’s fair value hierarchy, substantially all would have been classified in level 2 as of December 2013.

**Notes to Consolidated Financial Statements****Offsetting Assets and Liabilities**

To reduce credit exposures on derivatives and securities financing transactions, the firm may enter into master netting agreements or similar arrangements (collectively, netting agreements) with counterparties that permit it to offset receivables and payables with such counterparties. A netting agreement is a contract with a counterparty that permits net settlement of multiple transactions with that counterparty, including upon the exercise of termination rights by a non-defaulting party. Upon exercise of such termination rights, all transactions governed by the netting agreement are terminated and a net settlement amount is calculated. In addition, the firm receives and posts cash and securities collateral with respect to its derivatives and securities financing transactions, subject to the terms of the related credit support agreements or similar arrangements (collectively, credit support agreements). An enforceable credit support agreement grants the non-defaulting party exercising termination rights the right to liquidate the collateral and apply the proceeds to any amounts owed. In order to assess enforceability of the firm's right of setoff under netting and credit support agreements, the firm evaluates various factors including applicable bankruptcy laws, local statutes and regulatory provisions in the jurisdiction of the parties to the agreement.

Derivatives are reported on a net-by-counterparty basis (i.e., the net payable or receivable for derivative assets and liabilities for a given counterparty) in the consolidated statements of financial condition when a legal right of setoff exists under an enforceable netting agreement. Resale and repurchase agreements and securities borrowed and loaned transactions with the same term and currency are presented on a net-by-counterparty basis in the consolidated statements of financial condition when such transactions meet certain settlement criteria and are subject to netting agreements.

In the consolidated statements of financial condition, derivatives are reported net of cash collateral received and posted under enforceable credit support agreements, when transacted under an enforceable netting agreement. In the consolidated statements of financial condition, resale and repurchase agreements, and securities borrowed and loaned are not reported net of the related cash and securities received or posted as collateral. See Note 9 for further information about collateral received and pledged, including rights to deliver or repledge collateral. See Notes 7 and 9 for further information about offsetting.

**Insurance Activities**

The firm sold a majority stake in each of its Americas reinsurance business (April 2013) and its European insurance business (December 2013). As a result, the firm no longer consolidates these businesses. The remaining investments of approximately 20% in the Americas reinsurance business and approximately 36% in the European insurance business are accounted for at fair value under the fair value option and are included in "Financial instruments owned, at fair value" as of December 2013. Results from these remaining investments are included in the Investing & Lending segment.

Prior to the sales, certain of the firm's insurance contracts were accounted for at fair value under the fair value option, with changes in fair value included in "Market making" revenues. See Note 8 for further information about the fair values of these insurance contracts. Revenues from variable annuity and life insurance and reinsurance contracts not accounted for at fair value generally consisted of fees assessed on contract holder account balances for mortality charges, policy administration fees and surrender charges. These revenues were recognized in earnings over the period that services were provided and were included in "Market making" revenues. Changes in reserves, including interest credited to policyholder account balances, were recognized in "Insurance reserves." Premiums earned for underwriting property catastrophe reinsurance were recognized in earnings over the coverage period, net of premiums ceded for the cost of reinsurance, and were included in "Market making" revenues. Expenses for liabilities related to property catastrophe reinsurance claims, including estimates of losses that have been incurred but not reported, were included in "Insurance reserves."

**Notes to Consolidated Financial Statements****Foreign Currency Translation**

Assets and liabilities denominated in non-U.S. currencies are translated at rates of exchange prevailing on the date of the consolidated statements of financial condition and revenues and expenses are translated at average rates of exchange for the period. Foreign currency remeasurement gains or losses on transactions in nonfunctional currencies are recognized in earnings. Gains or losses on translation of the financial statements of a non-U.S. operation, when the functional currency is other than the U.S. dollar, are included, net of hedges and taxes, in the consolidated statements of comprehensive income.

**Recent Accounting Developments****Derecognition of in Substance Real Estate (ASC 360).**

In December 2011, the FASB issued ASU No. 2011-10, "Property, Plant, and Equipment (Topic 360) — Derecognition of in Substance Real Estate — a Scope Clarification." ASU No. 2011-10 clarifies that in order to deconsolidate a subsidiary (that is in substance real estate due to a default on the subsidiary's nonrecourse debt), the parent must no longer control the subsidiary and also must satisfy the sale criteria in ASC 360-20, "Property, Plant, and Equipment — Real Estate Sales." The ASU was effective for fiscal years beginning on or after June 15, 2012. The firm applied the provisions of the ASU to such events occurring on or after January 1, 2013. Adoption of ASU No. 2011-10 did not materially affect the firm's financial condition, results of operations or cash flows.

**Disclosures about Offsetting Assets and Liabilities (ASC 210).**

In December 2011, the FASB issued ASU No. 2011-11, "Balance Sheet (Topic 210) — Disclosures about Offsetting Assets and Liabilities." ASU No. 2011-11, as amended by ASU 2013-01, "Balance Sheet (Topic 210): Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities," requires disclosure of the effect or potential effect of offsetting arrangements on the firm's financial position as well as enhanced disclosure of the rights of setoff associated with the firm's recognized derivative instruments, resale and repurchase agreements, and securities borrowing and lending transactions. ASU No. 2011-11 was effective for periods beginning on or after January 1, 2013. Since these amended principles require only additional disclosures concerning offsetting and related arrangements, adoption did not affect the firm's financial condition, results of operations or cash flows. See Notes 7 and 9 for further information about the firm's offsetting and related arrangements.

**Investment Companies (ASC 946).** In June 2013, the FASB issued ASU No. 2013-08, "Financial Services — Investment Companies (Topic 946) — Amendments to the Scope, Measurement, and Disclosure Requirements." ASU No. 2013-08 clarifies the approach to be used for determining whether an entity is an investment company and provides new measurement and disclosure requirements. ASU No. 2013-08 is effective for interim and annual reporting periods in fiscal years that begin after December 15, 2013. Earlier application is prohibited. Adoption of ASU No. 2013-08 did not affect the firm's financial condition, results of operations, or cash flows.

**Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes (ASC 815).**

In July 2013, the FASB issued ASU No. 2013-10, "Derivatives and Hedging (Topic 815) — Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes." ASU No. 2013-10 permits the use of the Fed Funds Effective Swap Rate (OIS) as a U.S. benchmark interest rate for hedge accounting purposes. The ASU also removes the restriction on using different benchmark rates for similar hedges. ASU No. 2013-10 was effective for qualifying new or redesignated hedging relationships entered into on or after July 17, 2013 and adoption did not materially affect the firm's financial condition, results of operations, or cash flows.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Note 4.**

**Financial Instruments Owned, at Fair Value and Financial Instruments Sold, But Not Yet Purchased, at Fair Value**

Financial instruments owned, at fair value and financial instruments sold, but not yet purchased, at fair value are accounted for at fair value either under the fair value option or in accordance with other U.S. GAAP. See Note 8 for further information about the fair value option. The table

below presents the firm's financial instruments owned, at fair value, including those pledged as collateral, and financial instruments sold, but not yet purchased, at fair value.

	As of December 2013		As of December 2012	
	Financial Instruments Owned	Financial Instruments Sold, But Not Yet Purchased	Financial Instruments Owned	Financial Instruments Sold, But Not Yet Purchased
<i>in millions</i>				
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$ 8,608	\$ —	\$ 6,057	\$ —
U.S. government and federal agency obligations	71,072	20,920	93,241	15,905
Non-U.S. government and agency obligations	40,944	26,999	62,250	32,361
Mortgage and other asset-backed loans and securities:				
Loans and securities backed by commercial real estate	6,596	1	9,805	—
Loans and securities backed by residential real estate	9,025	2	8,216	4
Bank loans and bridge loans	17,400	925 <sup>2</sup>	22,407	1,779 <sup>2</sup>
Corporate debt securities	17,412	5,253	20,981	5,761
State and municipal obligations	1,476	51	2,477	1
Other debt obligations	3,129	4	2,251	—
Equities and convertible debentures	101,024	22,583	96,454	20,406
Commodities <sup>1</sup>	4,556	966	11,696	—
Derivatives	57,879	49,722	71,176	50,427
<b>Total</b>	<b>\$339,121</b>	<b>\$127,426</b>	<b>\$407,011</b>	<b>\$126,644</b>

1. As of December 2012, includes \$4.29 billion of commodities that have been transferred to third parties, which were accounted for as collateralized financings rather than sales. No such transactions related to commodities included in "Financial instruments owned, at fair value" were outstanding as of December 2013.

2. Primarily relates to the fair value of unfunded lending commitments for which the fair value option was elected.



**Notes to Consolidated Financial Statements****Gains and Losses from Market Making and Other Principal Transactions**

The table below presents “Market making” revenues by major product type, as well as “Other principal transactions” revenues. These gains/(losses) are primarily related to the firm’s financial instruments owned, at fair value and financial instruments sold, but not yet purchased, at fair value, including both derivative and non-derivative financial instruments. These gains/(losses) exclude related interest income and interest expense. See Note 23 for further information about interest income and interest expense.

The gains/(losses) in the table are not representative of the manner in which the firm manages its business activities because many of the firm’s market-making and client facilitation strategies utilize financial instruments across various product types. Accordingly, gains or losses in one product type frequently offset gains or losses in other product types. For example, most of the firm’s longer-term derivatives are sensitive to changes in interest rates and may be economically hedged with interest rate swaps. Similarly, a significant portion of the firm’s cash instruments and derivatives has exposure to foreign currencies and may be economically hedged with foreign currency contracts.

Product Type <i>in millions</i>	Year Ended December		
	2013	2012	2011
Interest rates	\$ 930	\$ 4,445	\$ 1,580
Credit	1,845	4,263	3,454
Currencies	2,446	(1,001)	958
Equities	2,655	2,482	2,014
Commodities	902	492	1,573
Other	590 <sup>2</sup>	667 <sup>3</sup>	(292)
<b>Market making</b>	<b>9,368</b>	<b>11,348</b>	<b>9,287</b>
<b>Other principal transactions<sup>1</sup></b>	<b>6,993</b>	<b>5,865</b>	<b>1,507</b>
<b>Total</b>	<b>\$16,361</b>	<b>\$17,213</b>	<b>\$10,794</b>

1. Other principal transactions are included in the firm’s Investing & Lending segment. See Note 25 for net revenues, including net interest income, by product type for Investing & Lending, as well as the amount of net interest income included in Investing & Lending. The “Other” category in Note 25 relates to the firm’s consolidated investment entities, and primarily includes commodities-related net revenues.

2. Includes a gain of \$211 million on the sale of a majority stake in the firm’s European insurance business.

3. Includes a gain of \$494 million on the sale of the firm’s hedge fund administration business.

**Note 5.**

**Fair Value Measurements**

The fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Financial assets are marked to bid prices and financial liabilities are marked to offer prices. Fair value measurements do not include transaction costs. The firm measures certain financial assets and financial liabilities as a portfolio (i.e., based on its net exposure to market and/or credit risks).

The best evidence of fair value is a quoted price in an active market. If quoted prices in active markets are not available, fair value is determined by reference to prices for similar instruments, quoted prices or recent transactions in less active markets, or internally developed models that primarily use market-based or independently sourced parameters as inputs including, but not limited to, interest rates, volatilities, equity or debt prices, foreign exchange rates, commodity prices, credit spreads and funding spreads (i.e., the spread, or difference, between the interest rate at which a borrower could finance a given financial instrument relative to a benchmark interest rate).

U.S. GAAP has a three-level fair value hierarchy for disclosure of fair value measurements. The fair value hierarchy prioritizes inputs to the valuation techniques used to measure fair value, giving the highest priority to level 1 inputs and the lowest priority to level 3 inputs. A financial instrument's level in the fair value hierarchy is based on the lowest level of input that is significant to its fair value measurement.

The fair value hierarchy is as follows:

**Level 1.** Inputs are unadjusted quoted prices in active markets to which the firm had access at the measurement date for identical, unrestricted assets or liabilities.

**Level 2.** Inputs to valuation techniques are observable, either directly or indirectly.

**Level 3.** One or more inputs to valuation techniques are significant and unobservable.

The fair values for substantially all of the firm's financial assets and financial liabilities are based on observable prices and inputs and are classified in levels 1 and 2 of the fair value hierarchy. Certain level 2 and level 3 financial assets and financial liabilities may require appropriate valuation adjustments that a market participant would require to arrive at fair value for factors such as counterparty and the firm's credit quality, funding risk, transfer restrictions, liquidity and bid/offer spreads. Valuation adjustments are generally based on market evidence.

**Notes to Consolidated Financial Statements**

See Notes 6 and 7 for further information about fair value measurements of cash instruments and derivatives, respectively, included in “Financial instruments owned, at fair value” and “Financial instruments sold, but not yet purchased, at fair value,” and Note 8 for further information about fair value measurements of other financial assets and financial liabilities accounted for at fair value under the fair value option.

The table below presents financial assets and financial liabilities accounted for at fair value under the fair value option or in accordance with other U.S. GAAP. In the table below, cash collateral and counterparty netting represents the impact on derivatives of netting across levels of the fair value hierarchy. Netting among positions classified in the same level is included in that level.

<i>\$ in millions</i>	As of December	
	2013	2012
Total level 1 financial assets	<b>\$156,030</b>	\$ 190,737
Total level 2 financial assets	<b>499,480</b>	502,293
Total level 3 financial assets	<b>40,013</b>	47,095
Cash collateral and counterparty netting	<b>(95,350)</b>	(101,612)
Total financial assets at fair value	<b>\$600,173</b>	\$ 638,513
Total assets <sup>1</sup>	<b>\$911,507</b>	\$ 938,555
Total level 3 financial assets as a percentage of Total assets	<b>4.4%</b>	5.0%
Total level 3 financial assets as a percentage of Total financial assets at fair value	<b>6.7%</b>	7.4%
Total level 1 financial liabilities	<b>\$ 68,412</b>	\$ 65,994
Total level 2 financial liabilities	<b>300,583</b>	318,764
Total level 3 financial liabilities	<b>12,046</b>	25,679
Cash collateral and counterparty netting	<b>(25,868)</b>	(32,760)
Total financial liabilities at fair value	<b>\$355,173</b>	\$ 377,677
Total level 3 financial liabilities as a percentage of Total financial liabilities at fair value	<b>3.4%</b>	6.8%

1. Includes approximately \$890 billion and \$915 billion as of December 2013 and December 2012, respectively, that is carried at fair value or at amounts that generally approximate fair value.

Level 3 financial assets as of December 2013 decreased compared with December 2012, primarily reflecting a decrease in derivative assets, bank loans and bridge loans, and loans and securities backed by commercial real estate. The decrease in derivative assets primarily reflected a decline in credit derivative assets, principally due to settlements and unrealized losses. The decrease in bank loans and bridge loans, and loans and securities backed by commercial real estate primarily reflected settlements and sales, partially offset by purchases and transfers into level 3.

Level 3 financial liabilities as of December 2013 decreased compared with December 2012, primarily reflecting a decrease in other liabilities and accrued expenses, principally due to the sale of a majority stake in the firm’s European insurance business in December 2013.

See Notes 6, 7 and 8 for further information about level 3 cash instruments, derivatives and other financial assets and financial liabilities accounted for at fair value under the fair value option, respectively, including information about significant unrealized gains and losses, and transfers in and out of level 3.

**Notes to Consolidated Financial Statements****Note 6.****Cash Instruments**

Cash instruments include U.S. government and federal agency obligations, non-U.S. government and agency obligations, bank loans and bridge loans, corporate debt securities, equities and convertible debentures, and other non-derivative financial instruments owned and financial instruments sold, but not yet purchased. See below for the types of cash instruments included in each level of the fair value hierarchy and the valuation techniques and significant inputs used to determine their fair values. See Note 5 for an overview of the firm's fair value measurement policies.

**Level 1 Cash Instruments**

Level 1 cash instruments include U.S. government obligations and most non-U.S. government obligations, actively traded listed equities, certain government agency obligations and money market instruments. These instruments are valued using quoted prices for identical unrestricted instruments in active markets.

The firm defines active markets for equity instruments based on the average daily trading volume both in absolute terms and relative to the market capitalization for the instrument. The firm defines active markets for debt instruments based on both the average daily trading volume and the number of days with trading activity.

**Level 2 Cash Instruments**

Level 2 cash instruments include commercial paper, certificates of deposit, time deposits, most government agency obligations, certain non-U.S. government obligations, most corporate debt securities, commodities, certain mortgage-backed loans and securities, certain bank loans and bridge loans, restricted or less liquid listed equities, most state and municipal obligations and certain lending commitments.

Valuations of level 2 cash instruments can be verified to quoted prices, recent trading activity for identical or similar instruments, broker or dealer quotations or alternative pricing sources with reasonable levels of price transparency. Consideration is given to the nature of the quotations (e.g., indicative or firm) and the relationship of recent market activity to the prices provided from alternative pricing sources.

Valuation adjustments are typically made to level 2 cash instruments (i) if the cash instrument is subject to transfer restrictions and/or (ii) for other premiums and liquidity discounts that a market participant would require to arrive at fair value. Valuation adjustments are generally based on market evidence.

**Level 3 Cash Instruments**

Level 3 cash instruments have one or more significant valuation inputs that are not observable. Absent evidence to the contrary, level 3 cash instruments are initially valued at transaction price, which is considered to be the best initial estimate of fair value. Subsequently, the firm uses other methodologies to determine fair value, which vary based on the type of instrument. Valuation inputs and assumptions are changed when corroborated by substantive observable evidence, including values realized on sales of financial assets.

## Notes to Consolidated Financial Statements

## Valuation Techniques and Significant Inputs

The table below presents the valuation techniques and the nature of significant inputs. These valuation techniques and significant inputs are generally used to determine the fair values of each type of level 3 cash instrument.

Level 3 Cash Instruments	Valuation Techniques and Significant Inputs
Loans and securities backed by commercial real estate <ul style="list-style-type: none"> <li>• Collateralized by a single commercial real estate property or a portfolio of properties</li> <li>• May include tranches of varying levels of subordination</li> </ul>	Valuation techniques vary by instrument, but are generally based on discounted cash flow techniques. Significant inputs are generally determined based on relative value analyses and include: <ul style="list-style-type: none"> <li>• Transaction prices in both the underlying collateral and instruments with the same or similar underlying collateral and the basis, or price difference, to such prices</li> <li>• Market yields implied by transactions of similar or related assets and/or current levels and changes in market indices such as the CMBX (an index that tracks the performance of commercial mortgage bonds)</li> <li>• A measure of expected future cash flows in a default scenario (recovery rates) implied by the value of the underlying collateral, which is mainly driven by current performance of the underlying collateral, capitalization rates and multiples. Recovery rates are expressed as a percentage of notional or face value of the instrument and reflect the benefit of credit enhancements on certain instruments</li> <li>• Timing of expected future cash flows (duration) which, in certain cases, may incorporate the impact of other unobservable inputs (e.g., prepayment speeds)</li> </ul>
Loans and securities backed by residential real estate <ul style="list-style-type: none"> <li>• Collateralized by portfolios of residential real estate</li> <li>• May include tranches of varying levels of subordination</li> </ul>	Valuation techniques vary by instrument, but are generally based on discounted cash flow techniques. Significant inputs are generally determined based on relative value analyses, which incorporate comparisons to instruments with similar collateral and risk profiles, including relevant indices such as the ABX (an index that tracks the performance of subprime residential mortgage bonds). Significant inputs include: <ul style="list-style-type: none"> <li>• Transaction prices in both the underlying collateral and instruments with the same or similar underlying collateral</li> <li>• Market yields implied by transactions of similar or related assets</li> <li>• Cumulative loss expectations, driven by default rates, home price projections, residential property liquidation timelines and related costs</li> <li>• Duration, driven by underlying loan prepayment speeds and residential property liquidation timelines</li> </ul>
Bank loans and bridge loans	Valuation techniques vary by instrument, but are generally based on discounted cash flow techniques. Significant inputs are generally determined based on relative value analyses, which incorporate comparisons both to prices of credit default swaps that reference the same or similar underlying instrument or entity and to other debt instruments for the same issuer for which observable prices or broker quotations are available. Significant inputs include: <ul style="list-style-type: none"> <li>• Market yields implied by transactions of similar or related assets and/or current levels and trends of market indices such as CDX and LCDX (indices that track the performance of corporate credit and loans, respectively)</li> <li>• Current performance and recovery assumptions and, where the firm uses credit default swaps to value the related cash instrument, the cost of borrowing the underlying reference obligation</li> <li>• Duration</li> </ul>
Non-U.S. government and agency obligations Corporate debt securities State and municipal obligations Other debt obligations	Valuation techniques vary by instrument, but are generally based on discounted cash flow techniques. Significant inputs are generally determined based on relative value analyses, which incorporate comparisons both to prices of credit default swaps that reference the same or similar underlying instrument or entity and to other debt instruments for the same issuer for which observable prices or broker quotations are available. Significant inputs include: <ul style="list-style-type: none"> <li>• Market yields implied by transactions of similar or related assets and/or current levels and trends of market indices such as CDX, LCDX and MCDX (an index that tracks the performance of municipal obligations)</li> <li>• Current performance and recovery assumptions and, where the firm uses credit default swaps to value the related cash instrument, the cost of borrowing the underlying reference obligation</li> <li>• Duration</li> </ul>
Equities and convertible debentures (including private equity investments and investments in real estate entities)	Recent third-party completed or pending transactions (e.g., merger proposals, tender offers, debt restructurings) are considered to be the best evidence for any change in fair value. When these are not available, the following valuation methodologies are used, as appropriate: <ul style="list-style-type: none"> <li>• Industry multiples (primarily EBITDA multiples) and public comparables</li> <li>• Transactions in similar instruments</li> <li>• Discounted cash flow techniques</li> <li>• Third-party appraisals</li> <li>• Net asset value per share (NAV)</li> </ul> The firm also considers changes in the outlook for the relevant industry and financial performance of the issuer as compared to projected performance. Significant inputs include: <ul style="list-style-type: none"> <li>• Market and transaction multiples</li> <li>• Discount rates, long-term growth rates, earnings compound annual growth rates and capitalization rates</li> <li>• For equity instruments with debt-like features: market yields implied by transactions of similar or related assets, current performance and recovery assumptions, and duration</li> </ul>

## Notes to Consolidated Financial Statements

## Significant Unobservable Inputs

The tables below present the ranges of significant unobservable inputs used to value the firm's level 3 cash instruments. These ranges represent the significant unobservable inputs that were used in the valuation of each type of cash instrument. Weighted averages in the tables below are calculated by weighting each input by the relative fair value of the respective financial instruments. The ranges and weighted averages of these inputs are not representative of the appropriate inputs to use when

calculating the fair value of any one cash instrument. For example, the highest multiple presented in the tables below for private equity investments is appropriate for valuing a specific private equity investment but may not be appropriate for valuing any other private equity investment. Accordingly, the ranges of inputs presented below do not represent uncertainty in, or possible ranges of, fair value measurements of the firm's level 3 cash instruments.

Level 3 Cash Instruments	Level 3 Assets as of December 2013 (in millions)	Valuation Techniques and Significant Unobservable Inputs	Range of Significant Unobservable Inputs (Weighted Average) as of December 2013
Loans and securities backed by commercial real estate <ul style="list-style-type: none"> <li>• Collateralized by a single commercial real estate property or a portfolio of properties</li> <li>• May include tranches of varying levels of subordination</li> </ul>	\$2,692	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> <li>• Basis</li> </ul>	2.7% to 29.1% (10.1%) 26.2% to 88.1% (74.4%) 0.6 to 5.7 (2.0) (9) points to 20 points (5 points)
Loans and securities backed by residential real estate <ul style="list-style-type: none"> <li>• Collateralized by portfolios of residential real estate</li> <li>• May include tranches of varying levels of subordination</li> </ul>	\$1,961	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Cumulative loss rate</li> <li>• Duration (years)</li> </ul>	2.6% to 25.8% (10.1%) 9.8% to 56.6% (24.9%) 1.4 to 16.7 (3.6)
Bank loans and bridge loans	\$9,324	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> </ul>	1.0% to 39.6% (9.3%) 40.0% to 85.0% (54.9%) 0.5 to 5.3 (2.1)
Non-U.S. government and agency obligations Corporate debt securities State and municipal obligations Other debt obligations	\$3,977	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> </ul>	1.5% to 40.2% (8.9%) 0.0% to 70.0% (61.9%) 0.6 to 16.1 (4.2)
Equities and convertible debentures (including private equity investments and investments in real estate entities)	\$14,685 <sup>1</sup>	Comparable multiples: <ul style="list-style-type: none"> <li>• Multiples</li> </ul> Discounted cash flows: <ul style="list-style-type: none"> <li>• Discount rate/yield</li> <li>• Long-term growth rate/ compound annual growth rate</li> <li>• Capitalization rate</li> </ul>	0.6x to 18.8x (6.9x) 6.0% to 29.1% (14.6%) 1.0% to 19.0% (8.1%) 4.6% to 11.3% (7.1%)

1. The fair value of any one instrument may be determined using multiple valuation techniques. For example, market comparables and discounted cash flows may be used together to determine fair value. Therefore, the level 3 balance encompasses both of these techniques.

**Notes to Consolidated Financial Statements**

<b>Level 3 Cash Instruments</b>	<b>Level 3 Assets as of December 2012 (in millions)</b>	<b>Valuation Techniques and Significant Unobservable Inputs</b>	<b>Range of Significant Unobservable Inputs (Weighted Average) as of December 2012</b>
Loans and securities backed by commercial real estate <ul style="list-style-type: none"> <li>• Collateralized by a single commercial real estate property or a portfolio of properties</li> <li>• May include tranches of varying levels of subordination</li> </ul>	\$3,389	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> <li>• Basis</li> </ul>	4.0% to 43.3% (9.8%) 37.0% to 96.2% (81.7%) 0.1 to 7.0 (2.6) (13) points to 18 points (2 points)
Loans and securities backed by residential real estate <ul style="list-style-type: none"> <li>• Collateralized by portfolios of residential real estate</li> <li>• May include tranches of varying levels of subordination</li> </ul>	\$1,619	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Cumulative loss rate</li> <li>• Duration (years)</li> </ul>	3.1% to 17.0% (9.7%) 0.0% to 61.6% (31.6%) 1.3 to 5.9 (3.7)
Bank loans and bridge loans	\$11,235	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> </ul>	0.3% to 34.5% (8.3%) 16.5% to 85.0% (56.0%) 0.2 to 4.4 (1.9)
Non-U.S. government and agency obligations Corporate debt securities State and municipal obligations Other debt obligations	\$4,651	Discounted cash flows: <ul style="list-style-type: none"> <li>• Yield</li> <li>• Recovery rate</li> <li>• Duration (years)</li> </ul>	0.6% to 33.7% (8.6%) 0.0% to 70.0% (53.4%) 0.5 to 15.5 (4.0)
Equities and convertible debentures (including private equity investments and investments in real estate entities)	\$14,855 <sup>1</sup>	Comparable multiples: <ul style="list-style-type: none"> <li>• Multiples</li> </ul> Discounted cash flows: <ul style="list-style-type: none"> <li>• Discount rate/yield</li> <li>• Long-term growth rate/ compound annual growth rate</li> <li>• Capitalization rate</li> </ul>	0.7x to 21.0x (7.2x) 10.0% to 25.0% (14.3%) 0.7% to 25.0% (9.3%) 3.9% to 11.4% (7.3%)

1. The fair value of any one instrument may be determined using multiple valuation techniques. For example, market comparables and discounted cash flows may be used together to determine fair value. Therefore, the level 3 balance encompasses both of these techniques.

Increases in yield, discount rate, capitalization rate, duration or cumulative loss rate used in the valuation of the firm's level 3 cash instruments would result in a lower fair value measurement, while increases in recovery rate, basis, multiples, long-term growth rate or compound annual

growth rate would result in a higher fair value measurement. Due to the distinctive nature of each of the firm's level 3 cash instruments, the interrelationship of inputs is not necessarily uniform within each product type.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Fair Value of Cash Instruments by Level**

The tables below present, by level within the fair value hierarchy, cash instrument assets and liabilities, at fair value. Cash instrument assets and liabilities are included in

“Financial instruments owned, at fair value” and “Financial instruments sold, but not yet purchased, at fair value,” respectively.

<b>Cash Instrument Assets at Fair Value as of December 2013</b>				
<i>in millions</i>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$ 216	\$ 8,392	\$ —	\$ 8,608
U.S. government and federal agency obligations	29,582	41,490	—	71,072
Non-U.S. government and agency obligations	29,451	11,453	40	40,944
Mortgage and other asset-backed loans and securities <sup>1</sup> :				
Loans and securities backed by commercial real estate	—	3,904	2,692	6,596
Loans and securities backed by residential real estate	—	7,064	1,961	9,025
Bank loans and bridge loans	—	8,076	9,324	17,400
Corporate debt securities <sup>2</sup>	240	14,299	2,873	17,412
State and municipal obligations	—	1,219	257	1,476
Other debt obligations <sup>2</sup>	—	2,322	807	3,129
Equities and convertible debentures	76,945	9,394	14,685 <sup>3</sup>	101,024
Commodities	—	4,556	—	4,556
<b>Total</b>	<b>\$136,434</b>	<b>\$112,169</b>	<b>\$32,639</b>	<b>\$281,242</b>

<b>Cash Instrument Liabilities at Fair Value as of December 2013</b>				
<i>in millions</i>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
U.S. government and federal agency obligations	\$ 20,871	\$ 49	\$ —	\$ 20,920
Non-U.S. government and agency obligations	25,325	1,674	—	26,999
Mortgage and other asset-backed loans and securities:				
Loans and securities backed by commercial real estate	—	—	1	1
Loans and securities backed by residential real estate	—	2	—	2
Bank loans and bridge loans	—	641	284	925
Corporate debt securities	10	5,241	2	5,253
State and municipal obligations	—	50	1	51
Other debt obligations	—	3	1	4
Equities and convertible debentures	22,107	468	8	22,583
Commodities	—	966	—	966
<b>Total</b>	<b>\$ 68,313</b>	<b>\$ 9,094</b>	<b>\$ 297</b>	<b>\$ 77,704</b>

1. Includes \$295 million and \$411 million of collateralized debt obligations (CDOs) backed by real estate in level 2 and level 3, respectively.

2. Includes \$451 million and \$1.62 billion of CDOs and collateralized loan obligations (CLOs) backed by corporate obligations in level 2 and level 3, respectively.

3. Includes \$12.82 billion of private equity investments, \$1.37 billion of investments in real estate entities and \$491 million of convertible debentures.



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

<i>in millions</i>	Cash Instrument Assets at Fair Value as of December 2012			
	Level 1	Level 2	Level 3	Total
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$ 2,155	\$ 3,902	\$ —	\$ 6,057
U.S. government and federal agency obligations	42,856	50,385	—	93,241
Non-U.S. government and agency obligations	46,715	15,509	26	62,250
Mortgage and other asset-backed loans and securities <sup>1</sup> :				
Loans and securities backed by commercial real estate	—	6,416	3,389	9,805
Loans and securities backed by residential real estate	—	6,597	1,619	8,216
Bank loans and bridge loans	—	11,172	11,235	22,407
Corporate debt securities <sup>2</sup>	111	18,049	2,821	20,981
State and municipal obligations	—	1,858	619	2,477
Other debt obligations <sup>2</sup>	—	1,066	1,185	2,251
Equities and convertible debentures	72,875	8,724	14,855 <sup>3</sup>	96,454
Commodities	—	11,696	—	11,696
<b>Total</b>	<b>\$164,712</b>	<b>\$135,374</b>	<b>\$35,749</b>	<b>\$335,835</b>

<i>in millions</i>	Cash Instrument Liabilities at Fair Value as of December 2012			
	Level 1	Level 2	Level 3	Total
U.S. government and federal agency obligations	\$ 15,475	\$ 430	\$ —	\$ 15,905
Non-U.S. government and agency obligations	31,011	1,350	—	32,361
Mortgage and other asset-backed loans and securities:				
Loans and securities backed by residential real estate	—	4	—	4
Bank loans and bridge loans	—	1,143	636	1,779
Corporate debt securities	28	5,731	2	5,761
State and municipal obligations	—	1	—	1
Equities and convertible debentures	19,416	986	4	20,406
<b>Total</b>	<b>\$ 65,930</b>	<b>\$ 9,645</b>	<b>\$ 642</b>	<b>\$ 76,217</b>

1. Includes \$489 million and \$446 million of CDOs backed by real estate in level 2 and level 3, respectively.

2. Includes \$284 million and \$1.76 billion of CDOs and CLOs backed by corporate obligations in level 2 and level 3, respectively.

3. Includes \$12.67 billion of private equity investments, \$1.58 billion of investments in real estate entities and \$600 million of convertible debentures.

**Transfers Between Levels of the Fair Value Hierarchy**

Transfers between levels of the fair value hierarchy are reported at the beginning of the reporting period in which they occur. During 2013, transfers into level 2 from level 1 of cash instruments were \$1 million, reflecting transfers of public equity securities due to decreased market activity in these instruments. Transfers into level 1 from level 2 of cash instruments were \$79 million, reflecting transfers of public equity securities, primarily due to increased market activity in these instruments.

During 2012, transfers into level 2 from level 1 of cash instruments were \$1.85 billion, including transfers of non-U.S. government obligations of \$1.05 billion, reflecting the level of market activity in these instruments, and transfers of equity securities of \$806 million, primarily reflecting the impact of transfer restrictions. Transfers into level 1 from level 2 of cash instruments were \$302 million, including transfers of non-U.S. government obligations of \$180 million, reflecting the level of market activity in these instruments, and transfers of equity securities of \$102 million, where the firm was able to obtain quoted prices for certain actively traded instruments.

## Notes to Consolidated Financial Statements

## Level 3 Rollforward

If a cash instrument asset or liability was transferred to level 3 during a reporting period, its entire gain or loss for the period is included in level 3.

Level 3 cash instruments are frequently economically hedged with level 1 and level 2 cash instruments and/or level 1, level 2 or level 3 derivatives. Accordingly, gains or losses that are reported in level 3 can be partially offset by gains or losses attributable to level 1 or level 2 cash

instruments and/or level 1, level 2 or level 3 derivatives. As a result, gains or losses included in the level 3 rollforward below do not necessarily represent the overall impact on the firm's results of operations, liquidity or capital resources.

The tables below present changes in fair value for all cash instrument assets and liabilities categorized as level 3 as of the end of the year. Purchases in the tables below include both originations and secondary market purchases.

Level 3 Cash Instrument Assets at Fair Value for the Year Ended December 2013

<i>in millions</i>	Balance, beginning of year	Net realized gains/(losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Non-U.S. government and agency obligations	\$ 26	\$ 7	\$ 5	\$ 12	\$ (20)	\$ —	\$ 10	\$ —	\$ 40
Mortgage and other asset-backed loans and securities:									
Loans and securities backed by commercial real estate	3,389	206	224	733	(894)	(1,055)	262	(173)	2,692
Loans and securities backed by residential real estate	1,619	143	150	660	(467)	(269)	209	(84)	1,961
Bank loans and bridge loans	11,235	529	444	3,725	(2,390)	(4,778)	942	(383)	9,324
Corporate debt securities	2,821	407	398	1,140	(1,584)	(576)	404	(137)	2,873
State and municipal obligations	619	6	(2)	134	(492)	(2)	6	(12)	257
Other debt obligations	1,185	47	38	648	(445)	(161)	14	(519)	807
Equities and convertible debentures	14,855	189	1,709	1,866	(862)	(1,610)	882	(2,344)	14,685
<b>Total</b>	<b>\$35,749</b>	<b>\$1,534<sup>1</sup></b>	<b>\$2,966<sup>1</sup></b>	<b>\$8,918</b>	<b>\$(7,154)</b>	<b>\$(8,451)</b>	<b>\$2,729</b>	<b>\$(3,652)</b>	<b>\$32,639</b>

Level 3 Cash Instrument Liabilities at Fair Value for the Year Ended December 2013

<i>in millions</i>	Balance, beginning of year	Net realized (gains)/losses	Net unrealized (gains)/losses relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
<b>Total</b>	<b>\$ 642</b>	<b>\$ (1)</b>	<b>\$ (64)</b>	<b>\$ (432)</b>	<b>\$ 269</b>	<b>\$ 8</b>	<b>\$ 35</b>	<b>\$ (160)</b>	<b>\$ 297</b>

1. The aggregate amounts include gains of approximately \$1.09 billion, \$2.69 billion and \$723 million reported in "Market making," "Other principal transactions" and "Interest income," respectively.

The net unrealized gain on level 3 cash instruments of \$3.03 billion (reflecting \$2.97 billion on cash instrument assets and \$64 million on cash instrument liabilities) for 2013 primarily consisted of gains on private equity investments, principally driven by strong corporate performance, bank loans and bridge loans, primarily due to tighter credit spreads and favorable company-specific events, and corporate debt securities, primarily due to tighter credit spreads.

Transfers into level 3 during 2013 primarily reflected transfers of certain bank loans and bridge loans and private equity investments from level 2, principally due to a lack of market transactions in these instruments.

Transfers out of level 3 during 2013 primarily reflected transfers of certain private equity investments to level 2, principally due to increased transparency of market prices as a result of market transactions in these instruments.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

Level 3 Cash Instrument Assets at Fair Value for the Year Ended December 2012

<i>in millions</i>	Balance, beginning of year	Net realized gains/(losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Non-U.S. government and agency obligations	\$ 148	\$ 2	\$ (52)	\$ 16	\$ (40)	\$ (45)	\$ 1	\$ (4)	\$ 26
Mortgage and other asset-backed loans and securities:									
Loans and securities backed by commercial real estate	3,346	238	232	1,613	(910)	(1,389)	337	(78)	3,389
Loans and securities backed by residential real estate	1,709	146	276	703	(844)	(380)	65	(56)	1,619
Bank loans and bridge loans	11,285	592	322	4,595	(2,794)	(2,738)	1,178	(1,205)	11,235
Corporate debt securities	2,480	331	266	1,143	(961)	(438)	197	(197)	2,821
State and municipal obligations	599	26	2	96	(90)	(22)	8	—	619
Other debt obligations	1,451	64	(25)	759	(355)	(125)	39	(623) <sup>1</sup>	1,185
Equities and convertible debentures	13,667	292	992	3,071	(702)	(1,278)	965	(2,152)	14,855
<b>Total</b>	<b>\$34,685</b>	<b>\$1,691<sup>2</sup></b>	<b>\$2,013<sup>2</sup></b>	<b>\$11,996</b>	<b>\$(6,696)</b>	<b>\$(6,415)</b>	<b>\$2,790</b>	<b>\$(4,315)</b>	<b>\$35,749</b>

Level 3 Cash Instrument Liabilities at Fair Value for the Year Ended December 2012

<i>in millions</i>	Balance, beginning of year	Net realized (gains)/losses	Net unrealized (gains)/losses relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
<b>Total</b>	<b>\$ 905</b>	<b>\$ (19)</b>	<b>\$ (54)</b>	<b>\$ (530)</b>	<b>\$ 366</b>	<b>\$ 45</b>	<b>\$ 63</b>	<b>\$ (134)</b>	<b>\$ 642</b>

1. Primarily reflects transfers related to the firm's reinsurance business of level 3 "Other debt obligations" within cash instruments at fair value to level 3 "Other assets," within other financial assets at fair value, as this business was classified as held for sale as of December 2012. See Note 8 for further information.

2. The aggregate amounts include gains of approximately \$617 million, \$2.13 billion and \$962 million reported in "Market making," "Other principal transactions" and "Interest income," respectively.

The net unrealized gain on level 3 cash instruments of \$2.07 billion (reflecting \$2.01 billion of gains on cash instrument assets and \$54 million of gains on cash instrument liabilities) for 2012 primarily consisted of gains on private equity investments, mortgage and other asset-backed loans and securities, bank loans and bridge loans, and corporate debt securities. Unrealized gains for 2012 primarily reflected the impact of an increase in global equity prices and tighter credit spreads.

Transfers into level 3 during 2012 primarily reflected transfers from level 2 of certain bank loans and bridge

loans, and private equity investments, principally due to a lack of market transactions in these instruments.

Transfers out of level 3 during 2012 primarily reflected transfers to level 2 of certain private equity investments and bank loans and bridge loans. Transfers of private equity investments to level 2 were principally due to improved transparency of market prices as a result of market transactions in these instruments. Transfers of bank loans and bridge loans to level 2 were principally due to market transactions in these instruments and unobservable inputs no longer being significant to the valuation of certain loans.

**Notes to Consolidated Financial Statements****Investments in Funds That Calculate Net Asset Value Per Share**

Cash instruments at fair value include investments in funds that are valued based on the net asset value per share (NAV) of the investment fund. The firm uses NAV as its measure of fair value for fund investments when (i) the fund investment does not have a readily determinable fair value and (ii) the NAV of the investment fund is calculated in a manner consistent with the measurement principles of investment company accounting, including measurement of the underlying investments at fair value.

The firm's investments in funds that calculate NAV primarily consist of investments in firm-sponsored private equity, credit, real estate and hedge funds where the firm co-invests with third-party investors.

Private equity funds primarily invest in a broad range of industries worldwide in a variety of situations, including leveraged buyouts, recapitalizations, growth investments and distressed investments. Credit funds generally invest in loans and other fixed income instruments and are focused on providing private high-yield capital for mid- to large-sized leveraged and management buyout transactions, recapitalizations, financings, refinancings, acquisitions and restructurings for private equity firms, private family companies and corporate issuers. Real estate funds invest globally, primarily in real estate companies, loan portfolios, debt recapitalizations and property. The private equity, credit and real estate funds are primarily closed-end funds in which the firm's investments are not eligible for redemption. Distributions will be received from these funds as the underlying assets are liquidated.

The firm also invests in hedge funds, primarily multi-disciplinary hedge funds that employ a fundamental bottom-up investment approach across various asset classes and strategies including long/short equity, credit, convertibles, risk arbitrage, special situations and capital structure arbitrage. These investments in hedge funds are generally redeemable on a quarterly basis with 91 days' notice, subject to a maximum redemption level of 25% of the firm's initial investments at any quarter-end; however, these investments also include interests where the underlying assets are illiquid in nature, and proceeds from redemptions will not be distributed until the underlying assets are liquidated.

Many of the funds described above are "covered funds" as defined by the Volcker Rule of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) which has a conformance period that ends in July 2015 subject to possible extensions through 2017.

The firm continues to manage its existing funds, taking into account the transition periods under the Volcker Rule. The firm is currently redeeming certain of its interests in hedge funds to comply with the Volcker Rule. Since March 2012, the firm has redeemed approximately \$2.21 billion of these interests in hedge funds, including approximately \$1.15 billion during 2013 and \$1.06 billion during 2012.

For certain of the firm's covered funds, in order to be compliant with the Volcker Rule by the prescribed compliance date, to the extent that the underlying investments of the particular funds are not sold, the firm may be required to sell its investments in such funds. If that occurs, the firm could receive a value for its investments that is less than the then carrying value, as there could be a limited secondary market for these investments and the firm may be unable to sell them in orderly transactions.

The tables below present the fair value of the firm's investments in, and unfunded commitments to, funds that calculate NAV.

<i>in millions</i>	As of December 2013	
	Fair Value of Investments	Unfunded Commitments
Private equity funds	\$ 7,446	\$2,575
Credit funds	3,624	2,515
Hedge funds	1,394	—
Real estate funds	1,908	471
<b>Total</b>	<b>\$14,372</b>	<b>\$5,561</b>

<i>in millions</i>	As of December 2012	
	Fair Value of Investments	Unfunded Commitments
Private equity funds	\$ 7,680	\$2,778
Credit funds	3,927	2,843
Hedge funds	2,167	—
Real estate funds	2,006	870
<b>Total</b>	<b>\$15,780</b>	<b>\$6,491</b>

**Note 7.**

**Derivatives and Hedging Activities**

**Derivative Activities**

Derivatives are instruments that derive their value from underlying asset prices, indices, reference rates and other inputs, or a combination of these factors. Derivatives may be traded on an exchange (exchange-traded) or they may be privately negotiated contracts, which are usually referred to as over-the-counter (OTC) derivatives. Certain of the firm's OTC derivatives are cleared and settled through central clearing counterparties (OTC-cleared), while others are bilateral contracts between two counterparties (bilateral OTC).

**Market-Making.** As a market maker, the firm enters into derivative transactions to provide liquidity to clients and to facilitate the transfer and hedging of their risks. In this capacity, the firm typically acts as principal and is consequently required to commit capital to provide execution. As a market maker, it is essential to maintain an inventory of financial instruments sufficient to meet expected client and market demands.

**Risk Management.** The firm also enters into derivatives to actively manage risk exposures that arise from its market-making and investing and lending activities in derivative and cash instruments. The firm's holdings and exposures are hedged, in many cases, on either a portfolio or risk-specific basis, as opposed to an instrument-by-instrument basis. The offsetting impact of this economic hedging is reflected in the same business segment as the related revenues. In addition, the firm may enter into derivatives designated as hedges under U.S. GAAP. These derivatives are used to manage interest rate exposure in certain fixed-rate unsecured long-term and short-term borrowings, and deposits, to manage foreign currency exposure on the net investment in certain non-U.S. operations, and to manage the exposure to the variability in cash flows associated with the forecasted sales of certain energy commodities by one of the firm's consolidated investments.

The firm enters into various types of derivatives, including:

- **Futures and Forwards.** Contracts that commit counterparties to purchase or sell financial instruments, commodities or currencies in the future.
- **Swaps.** Contracts that require counterparties to exchange cash flows such as currency or interest payment streams. The amounts exchanged are based on the specific terms of the contract with reference to specified rates, financial instruments, commodities, currencies or indices.
- **Options.** Contracts in which the option purchaser has the right, but not the obligation, to purchase from or sell to the option writer financial instruments, commodities or currencies within a defined time period for a specified price.

Derivatives are reported on a net-by-counterparty basis (i.e., the net payable or receivable for derivative assets and liabilities for a given counterparty) when a legal right of setoff exists under an enforceable netting agreement (counterparty netting). Derivatives are accounted for at fair value, net of cash collateral received or posted under enforceable credit support agreements (collateral netting). Derivative assets and liabilities are included in "Financial instruments owned, at fair value" and "Financial instruments sold, but not yet purchased, at fair value," respectively. Substantially all gains and losses on derivatives not designated as hedges under ASC 815 are included in "Market making" and "Other principal transactions."

The table below presents the fair value of derivatives on a net-by-counterparty basis.

	As of December 2013	
<i>in millions</i>	Derivative Assets	Derivative Liabilities
Exchange-traded	\$ 4,277	\$ 6,366
OTC	53,602	43,356
<b>Total</b>	<b>\$57,879</b>	<b>\$49,722</b>

	As of December 2012	
<i>in millions</i>	Derivative Assets	Derivative Liabilities
Exchange-traded	\$ 3,772	\$ 2,937
OTC	67,404	47,490
<b>Total</b>	<b>\$71,176</b>	<b>\$50,427</b>

## Notes to Consolidated Financial Statements

The table below presents the fair value and the notional amount of derivative contracts by major product type on a gross basis. Gross fair values exclude the effects of both counterparty netting and collateral, and therefore are not representative of the firm's exposure. The table below also presents the amounts of counterparty netting and cash collateral that have been offset in the consolidated statements of financial condition, as well as cash and securities collateral posted and received under enforceable credit support

agreements that do not meet the criteria for netting under U.S. GAAP. Where the firm has received or posted collateral under credit support agreements, but has not yet determined such agreements are enforceable, the related collateral has not been netted in the table below. Notional amounts, which represent the sum of gross long and short derivative contracts, provide an indication of the volume of the firm's derivative activity and do not represent anticipated losses.

in millions	As of December 2013			As of December 2012		
	Derivative Assets	Derivative Liabilities	Notional Amount	Derivative Assets	Derivative Liabilities	Notional Amount
<b>Derivatives not accounted for as hedges</b>						
Interest rates	\$ 641,186	\$ 587,110	\$44,110,483	\$ 584,584	\$ 545,605	\$34,891,763
Exchange-traded	157	271	2,366,448	47	26	2,502,867
OTC-cleared <sup>1</sup>	266,230	252,596	24,888,301	8,847	11,011	14,678,349
Bilateral OTC	374,799	334,243	16,855,734	575,690	534,568	17,710,547
Credit	60,751	56,340	2,946,376	85,816	74,927	3,615,757
OTC-cleared	3,943	4,482	348,848	3,359	2,638	304,100
Bilateral OTC	56,808	51,858	2,597,528	82,457	72,289	3,311,657
Currencies	70,757	63,659	4,311,971	72,128	60,808	3,833,114
Exchange-traded	98	122	23,908	31	82	12,341
OTC-cleared	88	97	11,319	14	14	5,487
Bilateral OTC	70,571	63,440	4,276,744	72,083	60,712	3,815,286
Commodities	18,007	18,228	701,101	23,320	24,350	774,115
Exchange-traded	4,323	3,661	346,057	5,360	5,040	344,823
OTC-cleared	11	12	135	26	23	327
Bilateral OTC	13,673	14,555	354,909	17,934	19,287	428,965
Equities	56,719	55,472	1,406,499	49,483	43,681	1,202,181
Exchange-traded	10,544	13,157	534,840	9,409	8,864	441,494
Bilateral OTC	46,175	42,315	871,659	40,074	34,817	760,687
Subtotal	847,420	780,809	53,476,430	815,331	749,371	44,316,930
<b>Derivatives accounted for as hedges</b>						
Interest rates	11,403	429	132,879	23,772	66	128,302
OTC-cleared <sup>1</sup>	1,327	27	10,637	—	—	—
Bilateral OTC	10,076	402	122,242	23,772	66	128,302
Currencies	74	56	9,296	21	86	8,452
OTC-cleared	1	10	869	—	—	3
Bilateral OTC	73	46	8,427	21	86	8,449
Commodities	36	—	335	—	—	—
Exchange-traded	—	—	23	—	—	—
Bilateral OTC	36	—	312	—	—	—
Subtotal	11,513	485	142,510	23,793	152	136,754
<b>Gross fair value/notional amount of derivatives</b>	<b>\$ 858,933<sup>2</sup></b>	<b>\$ 781,294<sup>2</sup></b>	<b>\$53,618,940</b>	<b>\$ 839,124<sup>2</sup></b>	<b>\$ 749,523<sup>2</sup></b>	<b>\$44,453,684</b>
<b>Amounts that have been offset in the consolidated statements of financial condition</b>						
Counterparty netting	(707,411)	(707,411)		(668,460)	(668,460)	
Exchange-traded	(10,845)	(10,845)		(11,075)	(11,075)	
OTC-cleared <sup>1</sup>	(254,756)	(254,756)		(11,507)	(11,507)	
Bilateral OTC	(441,810)	(441,810)		(645,878)	(645,878)	
Cash collateral	(93,643)	(24,161)		(99,488)	(30,636)	
OTC-cleared <sup>1</sup>	(16,353)	(2,515)		(468)	(2,160)	
Bilateral OTC	(77,290)	(21,646)		(99,020)	(28,476)	
<b>Fair value included in financial instruments owned/financial instruments sold, but not yet purchased</b>	<b>\$ 57,879</b>	<b>\$ 49,722</b>		<b>\$ 71,176</b>	<b>\$ 50,427</b>	
<b>Amounts that have not been offset in the consolidated statements of financial condition</b>						
Cash collateral received/posted	(636)	(2,806)		(812)	(2,994)	
Securities collateral received/posted	(13,225)	(10,521)		(17,225)	(14,262)	
<b>Total</b>	<b>\$ 44,018</b>	<b>\$ 36,395</b>		<b>\$ 53,139</b>	<b>\$ 33,171</b>	

1. Pursuant to the rule changes at a clearing organization, effective December 31, 2013, transactions with this clearing organization are no longer considered settled each day. This change resulted in an increase of gross interest rate derivative assets and liabilities of \$251.76 billion and \$235.07 billion, respectively, as of December 2013, and a corresponding increase in counterparty netting and cash collateral with no impact to the consolidated statements of financial condition. The impact of reflecting transactions with this clearing organization as settled as of December 2012 resulted in a reduction of gross interest rate derivative assets and liabilities of \$315.40 billion and \$298.69 billion, respectively.

2. Includes derivative assets and derivative liabilities of \$23.18 billion and \$23.46 billion, respectively, as of December 2013, and derivative assets and derivative liabilities of \$24.62 billion and \$25.73 billion, respectively, as of December 2012, which are not subject to an enforceable netting agreement or are subject to a netting agreement that the firm has not yet determined to be enforceable.

## Notes to Consolidated Financial Statements

### Valuation Techniques for Derivatives

The firm's level 2 and level 3 derivatives are valued using derivative pricing models (e.g., discounted cash flow models, correlation models, and models that incorporate option pricing methodologies, such as Monte Carlo simulations). Price transparency of derivatives can generally be characterized by product type.

**Interest Rate.** In general, the prices and other inputs used to value interest rate derivatives are transparent, even for long-dated contracts. Interest rate swaps and options denominated in the currencies of leading industrialized nations are characterized by high trading volumes and tight bid/offer spreads. Interest rate derivatives that reference indices, such as an inflation index, or the shape of the yield curve (e.g., 10-year swap rate vs. 2-year swap rate) are more complex, but the prices and other inputs are generally observable.

**Credit.** Price transparency for credit default swaps, including both single names and baskets of credits, varies by market and underlying reference entity or obligation. Credit default swaps that reference indices, large corporates and major sovereigns generally exhibit the most price transparency. For credit default swaps with other underliers, price transparency varies based on credit rating, the cost of borrowing the underlying reference obligations, and the availability of the underlying reference obligations for delivery upon the default of the issuer. Credit default swaps that reference loans, asset-backed securities and emerging market debt instruments tend to have less price transparency than those that reference corporate bonds. In addition, more complex credit derivatives, such as those sensitive to the correlation between two or more underlying reference obligations, generally have less price transparency.

**Currency.** Prices for currency derivatives based on the exchange rates of leading industrialized nations, including those with longer tenors, are generally transparent. The primary difference between the price transparency of developed and emerging market currency derivatives is that emerging markets tend to be observable for contracts with shorter tenors.

**Commodity.** Commodity derivatives include transactions referenced to energy (e.g., oil and natural gas), metals (e.g., precious and base) and soft commodities (e.g., agricultural). Price transparency varies based on the underlying commodity, delivery location, tenor and product quality (e.g., diesel fuel compared to unleaded gasoline). In general, price transparency for commodity derivatives is greater for contracts with shorter tenors and contracts that are more closely aligned with major and/or benchmark commodity indices.

**Equity.** Price transparency for equity derivatives varies by market and underlier. Options on indices and the common stock of corporates included in major equity indices exhibit the most price transparency. Equity derivatives generally have observable market prices, except for contracts with long tenors or reference prices that differ significantly from current market prices. More complex equity derivatives, such as those sensitive to the correlation between two or more individual stocks, generally have less price transparency.

Liquidity is essential to observability of all product types. If transaction volumes decline, previously transparent prices and other inputs may become unobservable. Conversely, even highly structured products may at times have trading volumes large enough to provide observability of prices and other inputs. See Note 5 for an overview of the firm's fair value measurement policies.

### Level 1 Derivatives

Level 1 derivatives include short-term contracts for future delivery of securities when the underlying security is a level 1 instrument, and exchange-traded derivatives if they are actively traded and are valued at their quoted market price.

### Level 2 Derivatives

Level 2 derivatives include OTC derivatives for which all significant valuation inputs are corroborated by market evidence and exchange-traded derivatives that are not actively traded and/or that are valued using models that calibrate to market-clearing levels of OTC derivatives. In evaluating the significance of a valuation input, the firm considers, among other factors, a portfolio's net risk exposure to that input.

## Notes to Consolidated Financial Statements

The selection of a particular model to value a derivative depends on the contractual terms of and specific risks inherent in the instrument, as well as the availability of pricing information in the market. For derivatives that trade in liquid markets, model selection does not involve significant management judgment because outputs of models can be calibrated to market-clearing levels.

Valuation models require a variety of inputs, such as contractual terms, market prices, yield curves, discount rates (including those derived from interest rates on collateral received and posted as specified in credit support agreements for collateralized derivatives), credit curves, measures of volatility, prepayment rates, loss severity rates and correlations of such inputs. Significant inputs to the valuations of level 2 derivatives can be verified to market transactions, broker or dealer quotations or other alternative pricing sources with reasonable levels of price transparency. Consideration is given to the nature of the quotations (e.g., indicative or firm) and the relationship of recent market activity to the prices provided from alternative pricing sources.

### Level 3 Derivatives

Level 3 derivatives are valued using models which utilize observable level 1 and/or level 2 inputs, as well as unobservable level 3 inputs.

- For the majority of the firm's interest rate and currency derivatives classified within level 3, significant unobservable inputs include correlations of certain currencies and interest rates (e.g., the correlation between Euro inflation and Euro interest rates) and specific interest rate volatilities.
- For level 3 credit derivatives, significant unobservable inputs include illiquid credit spreads and upfront credit points, which are unique to specific reference obligations and reference entities, recovery rates and certain correlations required to value credit and mortgage derivatives (e.g., the likelihood of default of the underlying reference obligation relative to one another).
- For level 3 equity derivatives, significant unobservable inputs generally include equity volatility inputs for options that are very long-dated and/or have strike prices that differ significantly from current market prices. In addition, the valuation of certain structured trades requires the use of level 3 correlation inputs, such as the correlation of the price performance of two or more individual stocks or the correlation of the price performance for a basket of stocks to another asset class such as commodities.
- For level 3 commodity derivatives, significant unobservable inputs include volatilities for options with strike prices that differ significantly from current market prices and prices or spreads for certain products for which the product quality or physical location of the commodity is not aligned with benchmark indices.

Subsequent to the initial valuation of a level 3 derivative, the firm updates the level 1 and level 2 inputs to reflect observable market changes and any resulting gains and losses are recorded in level 3. Level 3 inputs are changed when corroborated by evidence such as similar market transactions, third-party pricing services and/or broker or dealer quotations or other empirical market data. In circumstances where the firm cannot verify the model value by reference to market transactions, it is possible that a different valuation model could produce a materially different estimate of fair value. See below for further information about significant unobservable inputs used in the valuation of level 3 derivatives.

### Valuation Adjustments

Valuation adjustments are integral to determining the fair value of derivative portfolios and are used to adjust the mid-market valuations produced by derivative pricing models to the appropriate exit price valuation. These adjustments incorporate bid/offer spreads, the cost of liquidity, credit valuation adjustments and funding valuation adjustments, which account for the credit and funding risk inherent in the uncollateralized portion of derivative portfolios. The firm also makes funding valuation adjustments to collateralized derivatives where the terms of the agreement do not permit the firm to deliver or repledge collateral received. Market-based inputs are generally used when calibrating valuation adjustments to market-clearing levels.

In addition, for derivatives that include significant unobservable inputs, the firm makes model or exit price adjustments to account for the valuation uncertainty present in the transaction.



**Notes to Consolidated Financial Statements****Significant Unobservable Inputs**

The tables below present the ranges of significant unobservable inputs used to value the firm's level 3 derivatives as well as the averages and medians of these inputs. The ranges represent the significant unobservable inputs that were used in the valuation of each type of derivative. Averages represent the arithmetic average of the inputs and are not weighted by the relative fair value or notional of the respective financial instruments. An average greater than the median indicates that the majority of inputs are below the average. The ranges, averages and

medians of these inputs are not representative of the appropriate inputs to use when calculating the fair value of any one derivative. For example, the highest correlation presented in the tables below for interest rate derivatives is appropriate for valuing a specific interest rate derivative but may not be appropriate for valuing any other interest rate derivative. Accordingly, the ranges of inputs presented below do not represent uncertainty in, or possible ranges of, fair value measurements of the firm's level 3 derivatives.

<b>Level 3 Derivative Product Type</b>	<b>Net Level 3 Assets/(Liabilities) as of December 2013 (in millions)</b>	<b>Valuation Techniques and Significant Unobservable Inputs</b>	<b>Range of Significant Unobservable Inputs (Average / Median) as of December 2013</b>
Interest rates	<b>\$(86)</b>	Option pricing models: Correlation <sup>2</sup> Volatility	22% to 84% (58% / 60%)  36 basis points per annum (bpa) to 165 bpa (107 bpa / 112 bpa)
Credit	<b>\$4,176<sup>1</sup></b>	Option pricing models, correlation models and discounted cash flows models: Correlation <sup>2</sup> Credit spreads Upfront credit points Recovery rates	5% to 93% (61% / 61%) 1 basis points (bps) to 1,395 bps (153 bps / 116 bps) <sup>3</sup> 0 points to 100 points (46 points / 43 points) 20% to 85% (50% / 40%)
Currencies	<b>\$(200)</b>	Option pricing models: Correlation <sup>2</sup>	65% to 79% (72% / 72%)
Commodities	<b>\$60<sup>1</sup></b>	Option pricing models and discounted cash flows models: Volatility Spread per million British Thermal units (MMBTU) of natural gas Spread per Metric Tonne (MT) of coal	15% to 52% (23% / 21%) \$(1.74) to \$5.62 (\$(0.11) / \$(0.04)) \$(17.00) to \$0.50 (\$(6.54) / \$(5.00))
Equities	<b>\$(959)</b>	Option pricing models: Correlation <sup>2</sup> Volatility	23% to 99% (58% / 59%)  6% to 63% (20% / 20%)

1. The fair value of any one instrument may be determined using multiple valuation techniques. For example, option pricing models and discounted cash flows models are typically used together to determine fair value. Therefore, the level 3 balance encompasses both of these techniques.

2. The range of unobservable inputs for correlation across derivative product types (i.e., cross-asset correlation) was (42)% to 78% (Average: 25% / Median: 30%) as of December 2013.

3. The difference between the average and the median for the credit spreads input indicates that the majority of the inputs fall in the lower end of the range.

**Notes to Consolidated Financial Statements**

<b>Level 3 Derivative Product Type</b>	<b>Net Level 3 Assets/(Liabilities) as of December 2012</b> <i>(in millions)</i>	<b>Valuation Techniques and Significant Unobservable Inputs</b>	<b>Range of Significant Unobservable Inputs (Average / Median) as of December 2012</b>
Interest rates	\$(355)	Option pricing models:  Correlation <sup>2</sup>  Volatility	  22% to 97% (67% / 68%)  37 bpa to 59 bpa (48 bpa / 47 bpa)
Credit	\$6,228 <sup>1</sup>	Option pricing models, correlation models and discounted cash flows models:  Correlation <sup>2</sup>  Credit spreads  Recovery rates	  5% to 95% (50% / 50%)  9 bps to 2,341 bps (225 bps / 140 bps) <sup>3</sup>  15% to 85% (54% / 53%)
Currencies	\$35	Option pricing models:  Correlation <sup>2</sup>	  65% to 87% (76% / 79%)
Commodities	\$(304) <sup>1</sup>	Option pricing models and discounted cash flows models:  Volatility  Spread per MMBTU of natural gas  Price per megawatt hour of power  Price per barrel of oil	  13% to 53% (30% / 29%)  \$(0.61) to \$6.07 (\$0.02 / \$0.00)  \$17.30 to \$57.39 (\$33.17 / \$32.80)  \$86.64 to \$98.43 (\$92.76 / \$93.62)
Equities	\$(1,248)	Option pricing models:  Correlation <sup>2</sup>  Volatility	  48% to 98% (68% / 67%)  15% to 73% (31% / 30%)

1. The fair value of any one instrument may be determined using multiple valuation techniques. For example, option pricing models and discounted cash flows models are typically used together to determine fair value. Therefore, the level 3 balance encompasses both of these techniques.

2. The range of unobservable inputs for correlation across derivative product types (i.e., cross-asset correlation) was (51)% to 66% (Average: 30% / Median: 35%) as of December 2012.

3. The difference between the average and the median for the credit spreads input indicates that the majority of the inputs fall in the lower end of the range.

## Notes to Consolidated Financial Statements

### Range of Significant Unobservable Inputs

The following provides further information about the ranges of significant unobservable inputs used to value the firm's level 3 derivative instruments.

- **Correlation:** Ranges for correlation cover a variety of underliers both within one market (e.g., equity index and equity single stock names) and across markets (e.g., correlation of a commodity price and a foreign exchange rate), as well as across regions. Generally, cross-asset correlation inputs are used to value more complex instruments and are lower than correlation inputs on assets within the same derivative product type.
- **Volatility:** Ranges for volatility cover numerous underliers across a variety of markets, maturities and strike prices. For example, volatility of equity indices is generally lower than volatility of single stocks.
- **Credit spreads, upfront credit points and recovery rates:** The ranges for credit spreads, upfront credit points and recovery rates cover a variety of underliers (index and single names), regions, sectors, maturities and credit qualities (high-yield and investment-grade). The broad range of this population gives rise to the width of the ranges of significant unobservable inputs.
- **Commodity prices and spreads:** The ranges for commodity prices and spreads cover variability in products, maturities and locations, as well as peak and off-peak prices.

### Sensitivity of Fair Value Measurement to Changes in Significant Unobservable Inputs

The following provides a description of the directional sensitivity of the firm's level 3 fair value measurements to changes in significant unobservable inputs, in isolation. Due to the distinctive nature of each of the firm's level 3 derivatives, the interrelationship of inputs is not necessarily uniform within each product type.

- **Correlation:** In general, for contracts where the holder benefits from the convergence of the underlying asset or index prices (e.g., interest rates, credit spreads, foreign exchange rates, inflation rates and equity prices), an increase in correlation results in a higher fair value measurement.
- **Volatility:** In general, for purchased options an increase in volatility results in a higher fair value measurement.
- **Credit spreads, upfront credit points and recovery rates:** In general, the fair value of purchased credit protection increases as credit spreads or upfront credit points increase or recovery rates decrease. Credit spreads, upfront credit points and recovery rates are strongly related to distinctive risk factors of the underlying reference obligations, which include reference entity-specific factors such as leverage, volatility and industry, market-based risk factors, such as borrowing costs or liquidity of the underlying reference obligation, and macroeconomic conditions.
- **Commodity prices and spreads:** In general, for contracts where the holder is receiving a commodity, an increase in the spread (price difference from a benchmark index due to differences in quality or delivery location) or price results in a higher fair value measurement.

**Fair Value of Derivatives by Level**

The tables below present the fair value of derivatives on a gross basis by level and major product type as well as the impact of netting. The gross fair values exclude the effects of both counterparty netting and collateral netting, and therefore are not representative of the firm's exposure.

Counterparty netting is reflected in each level to the extent that receivable and payable balances are netted within the same level. Where the netting of receivable and payable balances is across levels, the counterparty netting is reflected in "Cross-level netting." Cash collateral netting is reflected in "Cash collateral."

**Derivative Assets at Fair Value as of December 2013**

<i>in millions</i>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Cross-Level Netting</b>	<b>Total</b>
Interest rates	\$91	\$ 652,104	\$ 394	\$ —	\$ 652,589
Credit	—	52,834	7,917	—	60,751
Currencies	—	70,481	350	—	70,831
Commodities	—	17,517	526	—	18,043
Equities	3	55,826	890	—	56,719
Gross fair value of derivative assets	94	848,762	10,077	—	858,933
Counterparty netting	—	(702,703)	(3,001)	(1,707)	(707,411)
Subtotal	\$94	\$ 146,059	\$ 7,076	\$(1,707)	\$ 151,522
Cash collateral					(93,643)
<b>Fair value included in financial instruments owned</b>					<b>\$ 57,879</b>

**Derivative Liabilities at Fair Value as of December 2013**

<i>in millions</i>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Cross-Level Netting</b>	<b>Total</b>
Interest rates	\$93	\$ 586,966	\$ 480	\$ —	\$ 587,539
Credit	—	52,599	3,741	—	56,340
Currencies	—	63,165	550	—	63,715
Commodities	—	17,762	466	—	18,228
Equities	6	53,617	1,849	—	55,472
Gross fair value of derivative liabilities	99	774,109	7,086	—	781,294
Counterparty netting	—	(702,703)	(3,001)	(1,707)	(707,411)
Subtotal	\$99	\$ 71,406	\$ 4,085	\$(1,707)	\$ 73,883
Cash collateral					(24,161)
<b>Fair value included in financial instruments sold, but not yet purchased</b>					<b>\$ 49,722</b>

**Notes to Consolidated Financial Statements**

## Derivative Assets at Fair Value as of December 2012

<i>in millions</i>	Level 1	Level 2	Level 3	Cross-Level Netting	Total
Interest rates	\$13	\$ 608,151	\$ 192	\$ —	\$ 608,356
Credit	—	74,907	10,909	—	85,816
Currencies	—	71,157	992	—	72,149
Commodities	—	22,697	623	—	23,320
Equities	43	48,698	742	—	49,483
Gross fair value of derivative assets	56	825,610	13,458	—	839,124
Counterparty netting	—	(662,798)	(3,538)	(2,124)	(668,460)
Subtotal	\$56	\$ 162,812	\$ 9,920	\$(2,124)	\$ 170,664
Cash collateral					(99,488)
Fair value included in financial instruments owned					\$ 71,176

## Derivative Liabilities at Fair Value as of December 2012

<i>in millions</i>	Level 1	Level 2	Level 3	Cross-Level Netting	Total
Interest rates	\$14	\$ 545,110	\$ 547	\$ —	\$ 545,671
Credit	—	70,246	4,681	—	74,927
Currencies	—	59,937	957	—	60,894
Commodities	—	23,423	927	—	24,350
Equities	50	41,641	1,990	—	43,681
Gross fair value of derivative liabilities	64	740,357	9,102	—	749,523
Counterparty netting	—	(662,798)	(3,538)	(2,124)	(668,460)
Subtotal	\$64	\$ 77,559	\$ 5,564	\$(2,124)	\$ 81,063
Cash collateral					(30,636)
Fair value included in financial instruments sold, but not yet purchased					\$ 50,427

**Notes to Consolidated Financial Statements****Level 3 Rollforward**

If a derivative was transferred to level 3 during a reporting period, its entire gain or loss for the period is included in level 3. Transfers between levels are reported at the beginning of the reporting period in which they occur. In the tables below, negative amounts for transfers into level 3 and positive amounts for transfers out of level 3 represent net transfers of derivative liabilities.

Gains and losses on level 3 derivatives should be considered in the context of the following:

- A derivative with level 1 and/or level 2 inputs is classified in level 3 in its entirety if it has at least one significant level 3 input.

- If there is one significant level 3 input, the entire gain or loss from adjusting only observable inputs (i.e., level 1 and level 2 inputs) is classified as level 3.
- Gains or losses that have been reported in level 3 resulting from changes in level 1 or level 2 inputs are frequently offset by gains or losses attributable to level 1 or level 2 derivatives and/or level 1, level 2 and level 3 cash instruments. As a result, gains/(losses) included in the level 3 rollforward below do not necessarily represent the overall impact on the firm's results of operations, liquidity or capital resources.

The tables below present changes in fair value for all derivatives categorized as level 3 as of the end of the year.

**Level 3 Derivative Assets and Liabilities at Fair Value for the Year Ended December 2013**

<i>in millions</i>	Asset/ (liability) balance, beginning of year	Net realized gains/ (losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Asset/ (liability) balance, end of year
Interest rates — net	\$ (355)	\$ (78)	\$ 168	\$ 1	\$ (8)	\$ 196	\$ (9)	\$ (1)	\$ (86)
Credit — net	6,228	(1)	(977)	201	(315)	(1,508)	695	(147)	4,176
Currencies — net	35	(93)	(419)	22	(6)	169	139	(47)	(200)
Commodities — net	(304)	(6)	58	21	(48)	281	50	8	60
Equities — net	(1,248)	(67)	(202)	77	(472)	1,020	(15)	(52)	(959)
<b>Total derivatives — net</b>	<b>\$ 4,356</b>	<b>\$(245)<sup>1</sup></b>	<b>\$(1,372)<sup>1</sup></b>	<b>\$322</b>	<b>\$(849)</b>	<b>\$ 158</b>	<b>\$860</b>	<b>\$(239)</b>	<b>\$2,991</b>

1. The aggregate amounts include losses of approximately \$1.29 billion and \$324 million reported in "Market making" and "Other principal transactions," respectively.

The net unrealized loss on level 3 derivatives of \$1.37 billion for 2013 principally resulted from changes in level 2 inputs and was primarily attributable to losses on certain credit derivatives, principally due to the impact of tighter credit spreads, and losses on certain currency derivatives, primarily due to changes in foreign exchange rates.

Transfers into level 3 derivatives during 2013 primarily reflected transfers of credit derivative assets from level 2, principally due to reduced transparency of upfront credit points and correlation inputs used to value these derivatives.

Transfers out of level 3 derivatives during 2013 primarily reflected transfers of certain credit derivatives to level 2, principally due to unobservable credit spread and correlation inputs no longer being significant to the valuation of these derivatives and unobservable inputs not being significant to the net risk of certain portfolios.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

Level 3 Derivative Assets and Liabilities at Fair Value for the Year Ended December 2012

<i>in millions</i>	Asset/ (liability) balance, beginning of year	Net realized gains/ (losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Settlements	Transfers into level 3	Transfers out of level 3	Asset/ (liability) balance, end of year
Interest rates — net	\$ (371)	\$ (60)	\$ 19	\$ 7	\$ (28)	\$ 71	\$ 68	\$ (61)	\$ (355)
Credit — net	6,300	246	(701)	138	(270)	(1,597)	2,503	(391)	6,228
Currencies — net	842	(17)	(502)	17	(5)	(144)	65	(221)	35
Commodities — net	(605)	(11)	228	63	(410)	307	(41)	165	(304)
Equities — net	(432)	(80)	(276)	123	(724)	267	(50)	(76)	(1,248)
Total derivatives — net	\$5,734	\$ 78 <sup>1</sup>	\$(1,232) <sup>1</sup>	\$348	\$(1,437)	\$(1,096)	\$2,545	\$(584)	\$ 4,356

1. The aggregate amounts include losses of approximately \$903 million and \$251 million reported in "Market making" and "Other principal transactions," respectively.

The net unrealized loss on level 3 derivatives of \$1.23 billion for 2012 principally resulted from changes in level 2 inputs and was primarily attributable to the impact of tighter credit spreads, changes in foreign exchange rates and increases in global equity prices on certain derivatives, partially offset by the impact of a decline in volatility on certain commodity derivatives.

Transfers into level 3 derivatives during 2012 primarily reflected transfers from level 2 of certain credit derivative assets, principally due to unobservable inputs becoming significant to the valuation of these derivatives, and transfers from level 2 of other credit derivative assets, principally due to reduced transparency of correlation inputs used to value these derivatives.

Transfers out of level 3 derivatives during 2012 primarily reflected transfers to level 2 of certain credit derivative assets, principally due to unobservable inputs no longer being significant to the valuation of these derivatives, transfers to level 2 of certain currency derivative assets, principally due to unobservable correlation inputs no longer being significant to the valuation of these derivatives, and transfers to level 2 of certain commodity derivative liabilities, principally due to increased transparency of volatility inputs used to value these derivatives.

**Impact of Credit Spreads on Derivatives**

On an ongoing basis, the firm realizes gains or losses relating to changes in credit risk through the unwind of derivative contracts and changes in credit mitigants.

The net gain/(loss), including hedges, attributable to the impact of changes in credit exposure and credit spreads (counterparty and the firm's) on derivatives was \$(66) million for 2013, \$(735) million for 2012 and \$573 million for 2011.

**Bifurcated Embedded Derivatives**

The table below presents the fair value and the notional amount of derivatives that have been bifurcated from their related borrowings. These derivatives, which are recorded at fair value, primarily consist of interest rate, equity and commodity products and are included in "Unsecured short-term borrowings" and "Unsecured long-term borrowings" with the related borrowings. See Note 8 for further information.

<i>in millions</i>	As of December	
	2013	2012
Fair value of assets	\$ 285	\$ 320
Fair value of liabilities	373	398
<b>Net liability</b>	<b>\$ 88</b>	<b>\$ 78</b>
Notional amount	<b>\$7,580</b>	\$10,567

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**OTC Derivatives**

The tables below present the fair values of OTC derivative assets and liabilities by tenor and by product type. Tenor is based on expected duration for mortgage-related credit derivatives and generally on remaining contractual maturity for other derivatives. Counterparty netting is reflected in the tables below as follows:

- Counterparty netting within the same product type and tenor category is included within such product type and tenor category;

- Counterparty netting across product types within a tenor category is reflected in “Netting across product types;” and
- Counterparty netting across tenor categories is reflected in “Cross maturity netting.”

*in millions*

OTC Derivatives as of December 2013

<b>Assets Product Type</b>	<b>0 - 12 Months</b>	<b>1 - 5 Years</b>	<b>5 Years or Greater</b>	<b>Total</b>
Interest rates	\$ 7,235	\$26,029	\$75,731	\$108,995
Credit	1,233	8,410	5,787	15,430
Currencies	9,499	8,478	7,361	25,338
Commodities	2,843	4,040	143	7,026
Equities	7,016	9,229	4,972	21,217
Netting across product types	(2,559)	(5,063)	(3,395)	(11,017)
Subtotal	\$25,267	\$51,123	\$90,599	\$166,989
Cross maturity netting				(19,744)
Cash collateral <sup>1</sup>				(93,643)
<b>Total</b>				<b>\$ 53,602</b>

<b>Liabilities Product Type</b>	<b>0 - 12 Months</b>	<b>1 - 5 Years</b>	<b>5 Years or Greater</b>	<b>Total</b>
Interest rates	\$ 5,019	\$16,910	\$21,903	\$ 43,832
Credit	2,339	6,778	1,901	11,018
Currencies	8,843	5,042	4,313	18,198
Commodities	3,062	2,424	2,387	7,873
Equities	6,325	6,964	4,068	17,357
Netting across product types	(2,559)	(5,063)	(3,395)	(11,017)
Subtotal	\$23,029	\$33,055	\$31,177	\$ 87,261
Cross maturity netting				(19,744)
Cash collateral <sup>1</sup>				(24,161)
<b>Total</b>				<b>\$ 43,356</b>

1. Represents the netting of cash collateral received and posted on a counterparty basis under enforceable credit support agreements.



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

*in millions*

OTC Derivatives as of December 2012

<b>Assets</b> <b>Product Type</b>	0 - 12 Months	1 - 5 Years	5 Years or Greater	Total
Interest rates	\$10,318	\$28,445	\$ 80,449	\$119,212
Credit	2,190	12,244	7,970	22,404
Currencies	11,100	8,379	11,044	30,523
Commodities	3,840	3,862	304	8,006
Equities	3,757	7,730	6,957	18,444
Netting across product types	(2,811)	(5,831)	(5,082)	(13,724)
Subtotal	\$28,394	\$54,829	\$101,642	\$184,865
Cross maturity netting				(17,973)
Cash collateral <sup>1</sup>				(99,488)
<b>Total</b>				<b>\$ 67,404</b>

<b>Liabilities</b> <b>Product Type</b>	0 - 12 Months	1 - 5 Years	5 Years or Greater	Total
Interest rates	\$ 6,266	\$17,860	\$ 32,422	\$ 56,548
Credit	809	7,537	3,168	11,514
Currencies	8,586	4,849	5,782	19,217
Commodities	3,970	3,119	2,267	9,356
Equities	3,775	5,476	3,937	13,188
Netting across product types	(2,811)	(5,831)	(5,082)	(13,724)
Subtotal	\$20,595	\$33,010	\$ 42,494	\$ 96,099
Cross maturity netting				(17,973)
Cash collateral <sup>1</sup>				(30,636)
<b>Total</b>				<b>\$ 47,490</b>

1. Represents the netting of cash collateral received and posted on a counterparty basis under enforceable credit support agreements.

**Notes to Consolidated Financial Statements****Derivatives with Credit-Related Contingent Features**

Certain of the firm's derivatives have been transacted under bilateral agreements with counterparties who may require the firm to post collateral or terminate the transactions based on changes in the firm's credit ratings. The firm assesses the impact of these bilateral agreements by determining the collateral or termination payments that would occur assuming a downgrade by all rating agencies. A downgrade by any one rating agency, depending on the agency's relative ratings of the firm at the time of the downgrade, may have an impact which is comparable to the impact of a downgrade by all rating agencies. The table below presents the aggregate fair value of net derivative liabilities under such agreements (excluding application of collateral posted to reduce these liabilities), the related aggregate fair value of the assets posted as collateral, and the additional collateral or termination payments that could have been called at the reporting date by counterparties in the event of a one-notch and two-notch downgrade in the firm's credit ratings.

<i>in millions</i>	As of December	
	2013	2012
Net derivative liabilities under bilateral agreements	\$22,176	\$27,885
Collateral posted	18,178	24,296
Additional collateral or termination payments for a one-notch downgrade	911	1,534
Additional collateral or termination payments for a two-notch downgrade	2,989	2,500

**Credit Derivatives**

The firm enters into a broad array of credit derivatives in locations around the world to facilitate client transactions and to manage the credit risk associated with market-making and investing and lending activities. Credit derivatives are actively managed based on the firm's net risk position.

Credit derivatives are individually negotiated contracts and can have various settlement and payment conventions. Credit events include failure to pay, bankruptcy, acceleration of indebtedness, restructuring, repudiation and dissolution of the reference entity.

**Credit Default Swaps.** Single-name credit default swaps protect the buyer against the loss of principal on one or more bonds, loans or mortgages (reference obligations) in the event the issuer (reference entity) of the reference obligations suffers a credit event. The buyer of protection pays an initial or periodic premium to the seller and receives protection for the period of the contract. If there is no credit event, as defined in the contract, the seller of protection makes no payments to the buyer of protection. However, if a credit event occurs, the seller of protection is required to make a payment to the buyer of protection, which is calculated in accordance with the terms of the contract.

**Credit Indices, Baskets and Tranches.** Credit derivatives may reference a basket of single-name credit default swaps or a broad-based index. If a credit event occurs in one of the underlying reference obligations, the protection seller pays the protection buyer. The payment is typically a pro-rata portion of the transaction's total notional amount based on the underlying defaulted reference obligation. In certain transactions, the credit risk of a basket or index is separated into various portions (tranches), each having different levels of subordination. The most junior tranches cover initial defaults and once losses exceed the notional amount of these junior tranches, any excess loss is covered by the next most senior tranche in the capital structure.

**Total Return Swaps.** A total return swap transfers the risks relating to economic performance of a reference obligation from the protection buyer to the protection seller. Typically, the protection buyer receives from the protection seller a floating rate of interest and protection against any reduction in fair value of the reference obligation, and in return the protection seller receives the cash flows associated with the reference obligation, plus any increase in the fair value of the reference obligation.

**Credit Options.** In a credit option, the option writer assumes the obligation to purchase or sell a reference obligation at a specified price or credit spread. The option purchaser buys the right, but does not assume the obligation, to sell the reference obligation to, or purchase it from, the option writer. The payments on credit options depend either on a particular credit spread or the price of the reference obligation.

**Notes to Consolidated Financial Statements**

The firm economically hedges its exposure to written credit derivatives primarily by entering into offsetting purchased credit derivatives with identical underlyings. Substantially all of the firm's purchased credit derivative transactions are with financial institutions and are subject to stringent collateral thresholds. In addition, upon the occurrence of a specified trigger event, the firm may take possession of the reference obligations underlying a particular written credit derivative, and consequently may, upon liquidation of the reference obligations, recover amounts on the underlying reference obligations in the event of default.

As of December 2013, written and purchased credit derivatives had total gross notional amounts of \$1.43 trillion and \$1.52 trillion, respectively, for total net notional purchased protection of \$81.55 billion. As of December 2012, written and purchased credit derivatives had total gross notional amounts of \$1.76 trillion and \$1.86 trillion, respectively, for total net notional purchased protection of \$98.33 billion.

The table below presents certain information about credit derivatives. In the table below:

- fair values exclude the effects of both netting of receivable balances with payable balances under enforceable netting agreements, and netting of cash received or posted under enforceable credit support agreements, and therefore are not representative of the firm's credit exposure;
- tenor is based on expected duration for mortgage-related credit derivatives and on remaining contractual maturity for other credit derivatives; and
- the credit spread on the underlying, together with the tenor of the contract, are indicators of payment/performance risk. The firm is less likely to pay or otherwise be required to perform where the credit spread and the tenor are lower.

	Maximum Payout/Notional Amount of Written Credit Derivatives by Tenor				Maximum Payout/Notional Amount of Purchased Credit Derivatives		Fair Value of Written Credit Derivatives		
	0 - 12 Months	1 - 5 Years	5 Years or Greater	Total	Offsetting Purchased Credit Derivatives <sup>1</sup>	Other Purchased Credit Derivatives <sup>2</sup>	Asset	Liability	Net Asset/ (Liability)
<i>\$ in millions</i>									
<b>As of December 2013</b>									
<b>Credit spread on underlying (basis points)</b>									
0 - 250	\$286,029	\$ 950,126	\$ 79,241	\$1,315,396	\$1,208,334	\$183,665	\$32,508	\$ 4,396	\$ 28,112
251 - 500	7,148	42,570	10,086	59,804	44,642	16,884	2,837	1,147	1,690
501 - 1,000	3,968	18,637	1,854	24,459	22,748	2,992	101	1,762	(1,661)
Greater than 1,000	5,600	27,911	1,226	34,737	30,510	6,169	514	12,436	(11,922)
<b>Total</b>	<b>\$302,745</b>	<b>\$1,039,244</b>	<b>\$ 92,407</b>	<b>\$1,434,396</b>	<b>\$1,306,234</b>	<b>\$209,710</b>	<b>\$35,960</b>	<b>\$19,741</b>	<b>\$ 16,219</b>

**As of December 2012****Credit spread on underlying  
(basis points)**

0 - 250	\$360,289	\$ 989,941	\$103,481	\$1,453,711	\$1,343,561	\$201,459	\$28,817	\$ 8,249	\$ 20,568
251 - 500	13,876	126,659	35,086	175,621	157,371	19,063	4,284	7,848	(3,564)
501 - 1,000	9,209	52,012	5,619	66,840	60,456	8,799	769	4,499	(3,730)
Greater than 1,000	11,453	49,721	3,622	64,796	57,774	10,812	568	21,970	(21,402)
<b>Total</b>	<b>\$394,827</b>	<b>\$1,218,333</b>	<b>\$147,808</b>	<b>\$1,760,968</b>	<b>\$1,619,162</b>	<b>\$240,133</b>	<b>\$34,438</b>	<b>\$42,566</b>	<b>\$ (8,128)</b>

1. Offsetting purchased credit derivatives represent the notional amount of purchased credit derivatives that economically hedge written credit derivatives with identical underlyings.

2. This purchased protection represents the notional amount of all other purchased credit derivatives not included in "Offsetting Purchased Credit Derivatives."

**Notes to Consolidated Financial Statements****Hedge Accounting**

The firm applies hedge accounting for (i) certain interest rate swaps used to manage the interest rate exposure of certain fixed-rate unsecured long-term and short-term borrowings and certain fixed-rate certificates of deposit, (ii) certain foreign currency forward contracts and foreign currency-denominated debt used to manage foreign currency exposures on the firm's net investment in certain non-U.S. operations and (iii) certain commodities-related swap and forward contracts used to manage the exposure to the variability in cash flows associated with the forecasted sales of certain energy commodities by one of the firm's consolidated investments.

To qualify for hedge accounting, the derivative hedge must be highly effective at reducing the risk from the exposure being hedged. Additionally, the firm must formally document the hedging relationship at inception and test the hedging relationship at least on a quarterly basis to ensure the derivative hedge continues to be highly effective over the life of the hedging relationship.

**Fair Value Hedges**

The firm designates certain interest rate swaps as fair value hedges. These interest rate swaps hedge changes in fair value attributable to the designated benchmark interest rate (e.g., London Interbank Offered Rate (LIBOR) or OIS), effectively converting a substantial portion of fixed-rate obligations into floating-rate obligations.

The firm applies a statistical method that utilizes regression analysis when assessing the effectiveness of its fair value hedging relationships in achieving offsetting changes in the fair values of the hedging instrument and the risk being hedged (i.e., interest rate risk). An interest rate swap is considered highly effective in offsetting changes in fair value attributable to changes in the hedged risk when the regression analysis results in a coefficient of determination of 80% or greater and a slope between 80% and 125%.

For qualifying fair value hedges, gains or losses on derivatives are included in "Interest expense." The change in fair value of the hedged item attributable to the risk being hedged is reported as an adjustment to its carrying value and is subsequently amortized into interest expense over its remaining life. Gains or losses resulting from hedge ineffectiveness are included in "Interest expense." When a derivative is no longer designated as a hedge, any remaining difference between the carrying value and par value of the hedged item is amortized to interest expense over the remaining life of the hedged item using the effective interest method. See Note 23 for further information about interest income and interest expense.

The table below presents the gains/(losses) from interest rate derivatives accounted for as hedges, the related hedged borrowings and bank deposits, and the hedge ineffectiveness on these derivatives, which primarily consists of amortization of prepaid credit spreads resulting from the passage of time.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Interest rate hedges	<b>\$(8,683)</b>	\$(2,383)	\$ 4,679
Hedged borrowings and bank deposits	<b>6,999</b>	665	(6,300)
Hedge ineffectiveness	<b>\$(1,684)</b>	\$(1,718)	\$(1,621)

**Notes to Consolidated Financial Statements****Net Investment Hedges**

The firm seeks to reduce the impact of fluctuations in foreign exchange rates on its net investment in certain non-U.S. operations through the use of foreign currency forward contracts and foreign currency-denominated debt. For foreign currency forward contracts designated as hedges, the effectiveness of the hedge is assessed based on the overall changes in the fair value of the forward contracts (i.e., based on changes in forward rates). For foreign currency-denominated debt designated as a hedge, the effectiveness of the hedge is assessed based on changes in spot rates.

For qualifying net investment hedges, the gains or losses on the hedging instruments, to the extent effective, are included in “Currency translation” within the consolidated statements of comprehensive income.

The table below presents the gains/(losses) from net investment hedging.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Currency hedges	<b>\$150</b>	<b>\$(233)</b>	<b>\$ 160</b>
Foreign currency-denominated debt hedges	<b>470</b>	<b>347</b>	<b>(147)</b>

The gain/(loss) related to ineffectiveness was not material for 2013, 2012 or 2011. The loss reclassified to earnings from accumulated other comprehensive income was not material for 2013 or 2012, and was \$186 million for 2011.

As of December 2013 and December 2012, the firm had designated \$1.97 billion and \$2.77 billion, respectively, of foreign currency-denominated debt, included in “Unsecured long-term borrowings” and “Unsecured short-term borrowings,” as hedges of net investments in non-U.S. subsidiaries.

**Cash Flow Hedges**

Beginning in the third quarter of 2013, the firm designated certain commodities-related swap and forward contracts as cash flow hedges. These swap and forward contracts hedge the firm’s exposure to the variability in cash flows associated with the forecasted sales of certain energy commodities by one of the firm’s consolidated investments.

The firm applies a statistical method that utilizes regression analysis when assessing hedge effectiveness. A cash flow hedge is considered highly effective in offsetting changes in forecasted cash flows attributable to the hedged risk when the regression analysis results in a coefficient of determination of 80% or greater and a slope between 80% and 125%.

For qualifying cash flow hedges, the gains or losses on derivatives, to the extent effective, are included in “Cash flow hedges” within the consolidated statements of comprehensive income. Gains or losses resulting from hedge ineffectiveness are included in “Other principal transactions” in the consolidated statements of earnings.

The effective portion of the gains, before taxes, recognized on these cash flow hedges was \$14 million for 2013. The gain/(loss) related to hedge ineffectiveness was not material for 2013. There were no gains/(losses) excluded from the assessment of hedge effectiveness or reclassified to earnings from accumulated other comprehensive income during 2013.

The amounts recorded in “Cash flow hedges” will be reclassified to “Other principal transactions” in the same periods as the corresponding gain or loss on the sale of the hedged energy commodities, which is also recorded in “Other principal transactions.” The firm expects to reclassify \$5 million of gains, net of taxes, related to cash flow hedges from “Cash flow hedges” to earnings within the next twelve months. The length of time over which the firm is hedging its exposure to the variability in future cash flows for forecasted transactions is approximately two years.

**Note 8.**

**Fair Value Option**

**Other Financial Assets and Financial Liabilities at Fair Value**

In addition to all cash and derivative instruments included in “Financial instruments owned, at fair value” and “Financial instruments sold, but not yet purchased, at fair value,” the firm accounts for certain of its other financial assets and financial liabilities at fair value primarily under the fair value option.

The primary reasons for electing the fair value option are to:

- reflect economic events in earnings on a timely basis;
- mitigate volatility in earnings from using different measurement attributes (e.g., transfers of financial instruments owned accounted for as financings are recorded at fair value whereas the related secured financing would be recorded on an accrual basis absent electing the fair value option); and
- address simplification and cost-benefit considerations (e.g., accounting for hybrid financial instruments at fair value in their entirety versus bifurcation of embedded derivatives and hedge accounting for debt hosts).

Hybrid financial instruments are instruments that contain bifurcatable embedded derivatives and do not require settlement by physical delivery of non-financial assets (e.g., physical commodities). If the firm elects to bifurcate the embedded derivative from the associated debt, the derivative is accounted for at fair value and the host contract is accounted for at amortized cost, adjusted for the effective portion of any fair value hedges. If the firm does not elect to bifurcate, the entire hybrid financial instrument is accounted for at fair value under the fair value option.

Other financial assets and financial liabilities accounted for at fair value under the fair value option include:

- repurchase agreements and substantially all resale agreements;
- securities borrowed and loaned within Fixed Income, Currency and Commodities Client Execution;
- substantially all other secured financings, including transfers of assets accounted for as financings rather than sales;
- certain unsecured short-term borrowings, consisting of all promissory notes and commercial paper and certain hybrid financial instruments;
- certain unsecured long-term borrowings, including certain prepaid commodity transactions and certain hybrid financial instruments;
- certain insurance contract assets and liabilities and certain guarantees;
- certain receivables from customers and counterparties, including transfers of assets accounted for as secured loans rather than purchases and certain margin loans;
- certain time deposits issued by the firm’s bank subsidiaries (deposits with no stated maturity are not eligible for a fair value option election), including structured certificates of deposit, which are hybrid financial instruments; and
- certain subordinated liabilities issued by consolidated VIEs.

These financial assets and financial liabilities at fair value are generally valued based on discounted cash flow techniques, which incorporate inputs with reasonable levels of price transparency, and are generally classified as level 2 because the inputs are observable. Valuation adjustments may be made for liquidity and for counterparty and the firm’s credit quality.

**Notes to Consolidated Financial Statements**

See below for information about the significant inputs used to value other financial assets and financial liabilities at fair value, including the ranges of significant unobservable inputs used to value the level 3 instruments within these categories. These ranges represent the significant unobservable inputs that were used in the valuation of each type of other financial assets and financial liabilities at fair value. The ranges and weighted averages of these inputs are not representative of the appropriate inputs to use when calculating the fair value of any one instrument. For example, the highest yield presented below for resale and repurchase agreements is appropriate for valuing a specific agreement in that category but may not be appropriate for valuing any other agreements in that category. Accordingly, the ranges of inputs presented below do not represent uncertainty in, or possible ranges of, fair value measurements of the firm's level 3 other financial assets and financial liabilities.

**Resale and Repurchase Agreements and Securities Borrowed and Loaned.** The significant inputs to the valuation of resale and repurchase agreements and securities borrowed and loaned are funding spreads, the amount and timing of expected future cash flows and interest rates. The ranges of significant unobservable inputs used to value level 3 resale and repurchase agreements are as follows:

As of December 2013:

- Yield: 1.3% to 3.9% (weighted average: 1.4%)
- Duration: 0.2 to 2.7 years (weighted average: 2.5 years)

As of December 2012:

- Yield: 1.7% to 5.4% (weighted average: 1.9%)
- Duration: 0.4 to 4.5 years (weighted average: 4.1 years)

Generally, increases in yield or duration, in isolation, would result in a lower fair value measurement. Due to the distinctive nature of each of the firm's level 3 resale and repurchase agreements, the interrelationship of inputs is not necessarily uniform across such agreements.

See Note 9 for further information about collateralized agreements.

**Other Secured Financings.** The significant inputs to the valuation of other secured financings at fair value are the amount and timing of expected future cash flows, interest rates, funding spreads, the fair value of the collateral delivered by the firm (which is determined using the amount and timing of expected future cash flows, market prices, market yields and recovery assumptions) and the frequency of additional collateral calls. The ranges of significant unobservable inputs used to value level 3 other secured financings are as follows:

As of December 2013:

- Funding spreads: 40 bps to 250 bps (weighted average: 162 bps)
- Yield: 0.9% to 14.3% (weighted average: 5.0%)
- Duration: 0.8 to 16.1 years (weighted average: 3.7 years)

As of December 2012:

- Yield: 0.3% to 20.0% (weighted average: 4.2%)
- Duration: 0.3 to 10.8 years (weighted average: 2.4 years)

Generally, increases in funding spreads, yield or duration, in isolation, would result in a lower fair value measurement. Due to the distinctive nature of each of the firm's level 3 other secured financings, the interrelationship of inputs is not necessarily uniform across such financings.

See Note 9 for further information about collateralized financings.

**Notes to Consolidated Financial Statements****Unsecured Short-term and Long-term Borrowings.**

The significant inputs to the valuation of unsecured short-term and long-term borrowings at fair value are the amount and timing of expected future cash flows, interest rates, the credit spreads of the firm, as well as commodity prices in the case of prepaid commodity transactions. The inputs used to value the embedded derivative component of hybrid financial instruments are consistent with the inputs used to value the firm's other derivative instruments. See Note 7 for further information about derivatives. See Notes 15 and 16 for further information about unsecured short-term and long-term borrowings, respectively.

Certain of the firm's unsecured short-term and long-term instruments are included in level 3, substantially all of which are hybrid financial instruments. As the significant unobservable inputs used to value hybrid financial instruments primarily relate to the embedded derivative component of these borrowings, these inputs are incorporated in the firm's derivative disclosures related to unobservable inputs in Note 7.

**Insurance Contracts.** During 2013, the firm sold a majority stake in both its Americas reinsurance business (April 2013) and its European insurance business (December 2013). See Note 3 for further information about these sales. Prior to selling these businesses, the firm had elected the fair value option on certain insurance contracts. These contracts could be settled only in cash and qualified for the fair value option because they were recognized financial instruments. These contracts were valued using market transactions and other market evidence where possible, including market-based inputs to models, calibration to market-clearing transactions or other alternative pricing sources with reasonable levels of price transparency. Significant inputs were interest rates, inflation rates, volatilities, funding spreads, yield and duration, which incorporated policy lapse and projected mortality assumptions. When unobservable inputs to a valuation model were significant to the fair value measurement of an instrument, the instrument was classified in level 3. As of December 2012, assets and liabilities related to the European insurance business were included in "Receivables from customers and counterparties" and "Other liabilities and accrued expenses," respectively, and assets and liabilities related to the Americas reinsurance business, which was classified as held for sale as of December 2012, were included in "Other assets" and "Other liabilities and accrued expenses," respectively. The ranges of significant unobservable inputs used to value level 3 insurance contracts as of December 2012 were as follows:

- Funding spreads: 39 bps to 61 bps (weighted average: 49 bps)
- Yield: 4.4% to 15.1% (weighted average: 6.2%)
- Duration: 5.3 to 8.8 years (weighted average: 7.6 years)

Generally, increases in funding spreads, yield or duration, in isolation, would result in a lower fair value measurement.

Due to the distinctive nature of each of the firm's level 3 insurance contracts, the interrelationship of inputs was not necessarily uniform across such contracts.



**Notes to Consolidated Financial Statements****Receivables from Customers and Counterparties.**

Receivables from customers and counterparties at fair value, excluding insurance contracts, are primarily comprised of transfers of assets accounted for as secured loans rather than purchases. The significant inputs to the valuation of such receivables are commodity prices, interest rates, the amount and timing of expected future cash flows and funding spreads. As of December 2012, level 3 secured loans were primarily related to the firm's European insurance business, in which a majority stake was sold in December 2013. See Note 3 for further information about this sale. The ranges of significant unobservable inputs used to value the level 3 secured loans are as follows:

As of December 2013:

- Funding spreads: 40 bps to 477 bps (weighted average: 142 bps)

As of December 2012:

- Funding spreads: 85 bps to 99 bps (weighted average: 99 bps)

Generally, an increase in funding spreads would result in a lower fair value measurement.

Receivables from customers and counterparties not accounted for at fair value are accounted for at amortized cost net of estimated uncollectible amounts, which generally approximates fair value. Such receivables are primarily comprised of customer margin loans and collateral posted in connection with certain derivative transactions. While these items are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these items been included in the firm's fair value hierarchy, substantially all would have been classified in level 2 as of December 2013.

Receivables from customers and counterparties not accounted for at fair value also includes loans held for investment, which are primarily comprised of collateralized loans to private wealth management clients and corporate loans. As of December 2013 and December 2012, the carrying value of such loans was \$14.90 billion and \$6.50 billion, respectively, which generally approximated fair value. As of December 2013, had these loans been carried at fair value and included in the fair value hierarchy, \$6.16 billion and \$8.75 billion would have been classified in level 2 and level 3, respectively. As of December 2012, had these loans been carried at fair value and included in the fair value hierarchy, \$2.41 billion and \$4.06 billion would have been classified in level 2 and level 3, respectively.

**Deposits.** The significant inputs to the valuation of time deposits are interest rates and the amount and timing of future cash flows. The inputs used to value the embedded derivative component of hybrid financial instruments are consistent with the inputs used to value the firm's other derivative instruments. See Note 7 for further information about derivatives. See Note 14 for further information about deposits.

The firm's deposits that are included in level 3 are hybrid financial instruments. As the significant unobservable inputs used to value hybrid financial instruments primarily relate to the embedded derivative component of these deposits, these inputs are incorporated in the firm's derivative disclosures related to unobservable inputs in Note 7.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Fair Value of Other Financial Assets and Financial Liabilities by Level**

The tables below present, by level within the fair value hierarchy, other financial assets and financial liabilities

accounted for at fair value primarily under the fair value option.

<i>in millions</i>	<b>Other Financial Assets at Fair Value as of December 2013</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Securities segregated for regulatory and other purposes <sup>1</sup>	\$19,502	\$ 12,435	\$ —	\$ 31,937
Securities purchased under agreements to resell	—	161,234	63	161,297
Securities borrowed	—	60,384	—	60,384
Receivables from customers and counterparties	—	7,181	235	7,416
Other assets	—	18	—	18
<b>Total</b>	<b>\$19,502</b>	<b>\$241,252</b>	<b>\$ 298</b>	<b>\$261,052</b>

<i>in millions</i>	<b>Other Financial Liabilities at Fair Value as of December 2013</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Deposits	\$ —	\$ 6,870	\$ 385	\$ 7,255
Securities sold under agreements to repurchase	—	163,772	1,010	164,782
Securities loaned	—	973	—	973
Other secured financings	—	22,572	1,019	23,591
Unsecured short-term borrowings	—	15,680	3,387	19,067
Unsecured long-term borrowings	—	9,854	1,837	11,691
Other liabilities and accrued expenses	—	362	26	388
<b>Total</b>	<b>\$ —</b>	<b>\$220,083</b>	<b>\$7,664</b>	<b>\$227,747</b>

1. Includes securities segregated for regulatory and other purposes accounted for at fair value under the fair value option, which consists of securities borrowed and resale agreements. The table above includes \$19.50 billion of level 1 securities segregated for regulatory and other purposes accounted for at fair value under other U.S. GAAP, consisting of U.S. Treasury securities and money market instruments.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

<i>in millions</i>	Other Financial Assets at Fair Value as of December 2012			
	Level 1	Level 2	Level 3	Total
Securities segregated for regulatory and other purposes <sup>1</sup>	\$21,549	\$ 8,935	\$ —	\$ 30,484
Securities purchased under agreements to resell	—	141,053	278	141,331
Securities borrowed	—	38,395	—	38,395
Receivables from customers and counterparties	—	7,225	641	7,866
Other assets <sup>2</sup>	4,420	8,499	507 <sup>3</sup>	13,426
<b>Total</b>	<b>\$25,969</b>	<b>\$204,107</b>	<b>\$ 1,426</b>	<b>\$231,502</b>

<i>in millions</i>	Other Financial Liabilities at Fair Value as of December 2012			
	Level 1	Level 2	Level 3	Total
Deposits	\$ —	\$ 4,741	\$ 359	\$ 5,100
Securities sold under agreements to repurchase	—	169,880	1,927	171,807
Securities loaned	—	1,558	—	1,558
Other secured financings	—	28,925	1,412	30,337
Unsecured short-term borrowings	—	15,011	2,584	17,595
Unsecured long-term borrowings	—	10,676	1,917	12,593
Other liabilities and accrued expenses	—	769	11,274 <sup>4</sup>	12,043
<b>Total</b>	<b>\$ —</b>	<b>\$231,560</b>	<b>\$19,473</b>	<b>\$251,033</b>

1. Includes securities segregated for regulatory and other purposes accounted for at fair value under the fair value option, which consists of securities borrowed and resale agreements. The table above includes \$21.55 billion of level 1 securities segregated for regulatory and other purposes accounted for at fair value under other U.S. GAAP, consisting of U.S. Treasury securities and money market instruments.

2. Consists of assets classified as held for sale related to the firm's Americas reinsurance business, primarily consisting of securities accounted for as available-for-sale and insurance separate account assets which are accounted for at fair value under other U.S. GAAP.

3. Consists of insurance contracts and derivatives classified as held for sale related to the firm's Americas reinsurance business. See "Insurance Contracts" above and Note 7 for further information about valuation techniques and inputs related to insurance contracts and derivatives, respectively.

4. Includes \$692 million of liabilities classified as held for sale related to the firm's Americas reinsurance business accounted for at fair value under the fair value option.

**Transfers Between Levels of the Fair Value Hierarchy**

Transfers between levels of the fair value hierarchy are reported at the beginning of the reporting period in which they occur. There were no transfers of other financial assets and financial liabilities between level 1 and level 2 during 2013 or 2012. The tables below present information about transfers between level 2 and level 3.

**Level 3 Rollforward**

If a financial asset or financial liability was transferred to level 3 during a reporting year, its entire gain or loss for the year is included in level 3.

The tables below present changes in fair value for other financial assets and financial liabilities accounted for at fair value categorized as level 3 as of the end of the year. Level 3 other financial assets and liabilities are frequently economically hedged with cash instruments and derivatives. Accordingly, gains or losses that are reported in level 3 can be partially offset by gains or losses attributable to level 1, 2 or 3 cash instruments or derivatives. As a result, gains or losses included in the level 3 rollforward below do not necessarily represent the overall impact on the firm's results of operations, liquidity or capital resources.

## Notes to Consolidated Financial Statements

## Level 3 Other Financial Assets at Fair Value for the Year Ended December 2013

<i>in millions</i>	Balance, beginning of year	Net realized gains/(losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Issuances	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Securities purchased under agreements to resell	\$ 278	\$ 4	\$ —	\$ —	\$ —	\$ —	\$ (16)	\$ —	\$ (203)	\$ 63
Receivables from customers and counterparties	641	1	14	54	(474)	—	(1)	—	—	235
Other assets	507	—	—	—	(507)	—	—	—	—	—
<b>Total</b>	<b>\$ 1,426</b>	<b>\$ 5<sup>1</sup></b>	<b>\$ 14<sup>1</sup></b>	<b>\$54</b>	<b>\$ (981)</b>	<b>\$ —</b>	<b>\$ (17)</b>	<b>\$ —</b>	<b>\$ (203)</b>	<b>\$ 298</b>

1. The aggregate amounts include gains of approximately \$14 million, \$1 million and \$4 million reported in "Market making," "Other principal transactions" and "Interest income," respectively.

## Level 3 Other Financial Liabilities at Fair Value for the Year Ended December 2013

<i>in millions</i>	Balance, beginning of year	Net realized (gains)/losses	Net unrealized (gains)/losses relating to instruments still held at year-end	Purchases	Sales	Issuances	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Deposits	\$ 359	\$ —	\$ (6)	\$ —	\$ —	\$ 109	\$ (6)	\$ —	\$ (71)	\$ 385
Securities sold under agreements to repurchase, at fair value	1,927	—	—	—	—	—	(917)	—	—	1,010
Other secured financings	1,412	10	2	—	—	708	(894)	126	(345)	1,019
Unsecured short-term borrowings	2,584	1	239	—	—	1,624	(1,502)	714	(273)	3,387
Unsecured long-term borrowings	1,917	22	43	(3)	—	470	(558)	671	(725)	1,837
Other liabilities and accrued expenses	11,274	(29)	(2)	—	(10,288)	—	(426)	—	(503)	26
<b>Total</b>	<b>\$19,473</b>	<b>\$ 4<sup>1</sup></b>	<b>\$276<sup>1</sup></b>	<b>\$ (3)</b>	<b>\$ (10,288)</b>	<b>\$2,911</b>	<b>\$ (4,303)</b>	<b>\$1,511</b>	<b>\$ (1,917)</b>	<b>\$7,664</b>

1. The aggregate amounts include losses of approximately \$184 million, \$88 million and \$8 million reported in "Market making," "Other principal transactions" and "Interest expense," respectively.

The net unrealized loss on level 3 other financial liabilities of \$276 million for 2013 primarily reflected losses on certain hybrid financial instruments included in unsecured short-term borrowings, principally due to an increase in global equity prices.

Sales of other liabilities and accrued expenses during 2013 primarily reflected the sale of a majority stake in the firm's European insurance business.

Transfers out of level 3 of other financial assets during 2013 primarily reflected transfers of certain resale agreements to level 2, principally due to increased price transparency as a result of market transactions in similar instruments.

Transfers into level 3 of other financial liabilities during 2013 primarily reflected transfers of certain hybrid financial instruments included in unsecured short-term and long-term borrowings from level 2, principally due to decreased transparency of certain correlation and volatility inputs used to value these instruments.

Transfers out of level 3 of other financial liabilities during 2013 primarily reflected transfers of certain hybrid financial instruments included in unsecured short-term and long-term borrowings to level 2, principally due to increased transparency of certain correlation and volatility inputs used to value these instruments, and transfers of subordinated liabilities included in other liabilities and accrued expenses to level 2, principally due to increased price transparency as a result of market transactions in the related underlying investments.

## Notes to Consolidated Financial Statements

## Level 3 Other Financial Assets at Fair Value for the Year Ended December 2012

<i>in millions</i>	Balance, beginning of year	Net realized gains/(losses)	Net unrealized gains/(losses) relating to instruments still held at year-end	Purchases	Sales	Issuances	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Securities purchased under agreements to resell	\$ 557	\$ 7	\$ —	\$ 116	\$—	\$ —	\$ (402)	\$ —	\$ —	\$ 278
Receivables from customers and counterparties	795	—	37	199	—	—	(17)	—	(373)	641
Other assets	—	—	82	—	—	—	(23)	448	—	507
<b>Total</b>	<b>\$ 1,352</b>	<b>\$ 7<sup>1</sup></b>	<b>\$ 119<sup>1</sup></b>	<b>\$ 315</b>	<b>\$—</b>	<b>\$ —</b>	<b>\$ (442)</b>	<b>\$448</b>	<b>\$ (373)</b>	<b>\$ 1,426</b>

1. The aggregate amounts include gains/(losses) of approximately \$119 million, \$(3) million and \$10 million reported in "Market making," "Other principal transactions" and "Interest Income," respectively.

## Level 3 Other Financial Liabilities at Fair Value for the Year Ended December 2012

<i>in millions</i>	Balance, beginning of year	Net realized (gains)/losses	Net unrealized (gains)/losses relating to instruments still held at year-end	Purchases	Sales	Issuances	Settlements	Transfers into level 3	Transfers out of level 3	Balance, end of year
Deposits	\$ 13	\$ —	\$ 5	\$ —	\$—	\$ 326	\$ (1)	\$ 16	\$ —	\$ 359
Securities sold under agreements to repurchase, at fair value	2,181	—	—	—	—	—	(254)	—	—	1,927
Other secured financings	1,752	12	(51)	—	—	854	(1,155)	—	—	1,412
Unsecured short-term borrowings	3,294	(13)	204	(13)	—	762	(1,206)	240	(684)	2,584
Unsecured long-term borrowings	2,191	31	286	—	—	329	(344)	225	(801)	1,917
Other liabilities and accrued expenses	8,996	78	941	1,617	—	—	(360)	2	—	11,274
<b>Total</b>	<b>\$18,427</b>	<b>\$108<sup>1</sup></b>	<b>\$1,385<sup>1</sup></b>	<b>\$1,604</b>	<b>\$—</b>	<b>\$2,271</b>	<b>\$(3,320)</b>	<b>\$483</b>	<b>\$(1,485)</b>	<b>\$19,473</b>

1. The aggregate amounts include losses of approximately \$1.37 billion, \$113 million and \$15 million reported in "Market making," "Other principal transactions" and "Interest expense," respectively.

The net unrealized loss on level 3 other financial liabilities of \$1.39 billion for 2012 primarily reflected the impact of tighter funding spreads and changes in foreign exchange rates on certain insurance liabilities, and an increase in global equity prices and tighter credit spreads on certain hybrid financial instruments.

Transfers into level 3 of other financial assets during 2012 reflected transfers of level 3 assets classified as held for sale related to the firm's reinsurance business, which were previously included in level 3 "Financial instruments owned, at fair value."

Transfers out of level 3 of other financial assets during 2012 reflected transfers to level 2 of certain insurance receivables primarily due to increased transparency of the mortality inputs used to value these receivables.

Transfers into level 3 of other financial liabilities during 2012 primarily reflected transfers from level 2 of certain hybrid financial instruments, principally due to decreased transparency of certain correlation and volatility inputs used to value these instruments.

Transfers out of level 3 of other financial liabilities during 2012 primarily reflected transfers to level 2 of certain hybrid financial instruments, principally due to increased transparency of certain correlation and volatility inputs used to value these instruments, and unobservable inputs no longer being significant to the valuation of other instruments.

**Gains and Losses on Financial Assets and Financial Liabilities Accounted for at Fair Value Under the Fair Value Option**

The table below presents the gains and losses recognized as a result of the firm electing to apply the fair value option to certain financial assets and financial liabilities. These gains and losses are included in “Market making” and “Other principal transactions.” The table below also includes gains and losses on the embedded derivative component of hybrid financial instruments included in unsecured short-term borrowings, unsecured long-term borrowings and deposits. These gains and losses would have been recognized under other U.S. GAAP even if the firm had not elected to account for the entire hybrid financial instrument at fair value.

The amounts in the table exclude contractual interest, which is included in “Interest income” and “Interest expense,” for all instruments other than hybrid financial instruments. See Note 23 for further information about interest income and interest expense.

<i>in millions</i>	Gains/(Losses) on Financial Assets and Financial Liabilities at Fair Value Under the Fair Value Option		
	Year Ended December		
	2013	2012	2011
Receivables from customers and counterparties <sup>1</sup>	\$ 25	\$ 190	\$ 97
Other secured financings	(412)	(190)	(63)
Unsecured short-term borrowings <sup>2</sup>	(151)	(973)	2,149
Unsecured long-term borrowings <sup>3</sup>	683	(1,523)	2,336
Other liabilities and accrued expenses <sup>4</sup>	(167)	(1,486)	(911)
Other <sup>5</sup>	(56)	(81)	90
<b>Total</b>	<b>\$ (78)</b>	<b>\$(4,063)</b>	<b>\$3,698</b>

1. Primarily consists of gains/(losses) on certain insurance contracts and certain transfers accounted for as receivables rather than purchases.
2. Includes gains/(losses) on the embedded derivative component of hybrid financial instruments of \$(46) million for 2013, \$(814) million for 2012 and \$2.01 billion for 2011.
3. Includes gains/(losses) on the embedded derivative component of hybrid financial instruments of \$902 million for 2013, \$(887) million for 2012 and \$1.80 billion for 2011.
4. Primarily consists of gains/(losses) on certain insurance contracts and subordinated liabilities issued by consolidated VIEs.
5. Primarily consists of gains/(losses) on deposits, resale and repurchase agreements, securities borrowed and loaned and other assets.

Excluding the gains and losses on the instruments accounted for under the fair value option described above, “Market making” and “Other principal transactions” primarily represent gains and losses on “Financial instruments owned, at fair value” and “Financial instruments sold, but not yet purchased, at fair value.”

**Loans and Lending Commitments**

The table below presents the difference between the aggregate fair value and the aggregate contractual principal amount for loans and long-term receivables for which the fair value option was elected.

<i>in millions</i>	As of December	
	2013	2012
<b>Performing loans and long-term receivables</b>		
Aggregate contractual principal in excess of the related fair value	\$ 3,106	\$ 2,742
<b>Loans on nonaccrual status and/or more than 90 days past due <sup>1</sup></b>		
Aggregate contractual principal in excess of the related fair value	18,715	22,610
Aggregate contractual principal in excess of the related fair value (excluding loans carried at zero fair value and considered uncollectible)	11,041	13,298
Aggregate fair value of loans on nonaccrual status and/or more than 90 days past due	2,781	1,832

1. The aggregate contractual principal amount of these loans exceeds the related fair value primarily because the firm regularly purchases loans, such as distressed loans, at values significantly below contractual principal amounts.

As of December 2013 and December 2012, the fair value of unfunded lending commitments for which the fair value option was elected was a liability of \$1.22 billion and \$1.99 billion, respectively, and the related total contractual amount of these lending commitments was \$51.54 billion and \$59.29 billion, respectively. See Note 18 for further information about lending commitments.

**Notes to Consolidated Financial Statements****Long-Term Debt Instruments**

The aggregate contractual principal amount of long-term other secured financings for which the fair value option was elected exceeded the related fair value by \$154 million and \$115 million as of December 2013 and December 2012, respectively. The aggregate contractual principal amount of unsecured long-term borrowings for which the fair value option was elected exceeded the related fair value by \$92 million as of December 2013, whereas the fair value exceeded the related aggregate contractual principal amount by \$379 million as of December 2012. The amounts above include both principal and non-principal-protected long-term borrowings.

**Impact of Credit Spreads on Loans and Lending Commitments**

The estimated net gain/(loss) attributable to changes in instrument-specific credit spreads on loans and lending commitments for which the fair value option was elected was \$2.69 billion for 2013, \$3.07 billion for 2012 and \$(805) million for 2011. Changes in the fair value of loans and lending commitments are primarily attributable to changes in instrument-specific credit spreads. Substantially all of the firm's performing loans and lending commitments are floating-rate.

**Impact of Credit Spreads on Borrowings**

The table below presents the net gains/(losses) attributable to the impact of changes in the firm's own credit spreads on borrowings for which the fair value option was elected. The firm calculates the fair value of borrowings by discounting future cash flows at a rate which incorporates the firm's credit spreads.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Net gains/(losses) including hedges	<b>\$(296)</b>	\$(714)	\$596
Net gains/(losses) excluding hedges	<b>(317)</b>	(800)	714

**Note 9.****Collateralized Agreements and Financings**

Collateralized agreements are securities purchased under agreements to resell (resale agreements) and securities borrowed. Collateralized financings are securities sold under agreements to repurchase (repurchase agreements), securities loaned and other secured financings. The firm enters into these transactions in order to, among other things, facilitate client activities, invest excess cash, acquire securities to cover short positions and finance certain firm activities.

Collateralized agreements and financings are presented on a net-by-counterparty basis when a legal right of setoff exists. Interest on collateralized agreements and collateralized financings is recognized over the life of the transaction and included in "Interest income" and "Interest expense," respectively. See Note 23 for further information about interest income and interest expense.

The table below presents the carrying value of resale and repurchase agreements and securities borrowed and loaned transactions.

<i>in millions</i>	As of December	
	2013	2012
Securities purchased under agreements to resell <sup>1</sup>	<b>\$161,732</b>	\$141,334
Securities borrowed <sup>2</sup>	<b>164,566</b>	136,893
Securities sold under agreements to repurchase <sup>1</sup>	<b>164,782</b>	171,807
Securities loaned <sup>2</sup>	<b>18,745</b>	13,765

1. Substantially all resale agreements and all repurchase agreements are carried at fair value under the fair value option. See Note 8 for further information about the valuation techniques and significant inputs used to determine fair value.

2. As of December 2013 and December 2012, \$60.38 billion and \$38.40 billion of securities borrowed and \$973 million and \$1.56 billion of securities loaned were at fair value, respectively.

**Notes to Consolidated Financial Statements****Resale and Repurchase Agreements**

A resale agreement is a transaction in which the firm purchases financial instruments from a seller, typically in exchange for cash, and simultaneously enters into an agreement to resell the same or substantially the same financial instruments to the seller at a stated price plus accrued interest at a future date.

A repurchase agreement is a transaction in which the firm sells financial instruments to a buyer, typically in exchange for cash, and simultaneously enters into an agreement to repurchase the same or substantially the same financial instruments from the buyer at a stated price plus accrued interest at a future date.

The financial instruments purchased or sold in resale and repurchase agreements typically include U.S. government and federal agency, and investment-grade sovereign obligations.

The firm receives financial instruments purchased under resale agreements, makes delivery of financial instruments sold under repurchase agreements, monitors the market value of these financial instruments on a daily basis, and delivers or obtains additional collateral due to changes in the market value of the financial instruments, as appropriate. For resale agreements, the firm typically requires delivery of collateral with a fair value approximately equal to the carrying value of the relevant assets in the statements of consolidated financial condition.

Even though repurchase and resale agreements involve the legal transfer of ownership of financial instruments, they are accounted for as financing arrangements because they require the financial instruments to be repurchased or resold at the maturity of the agreement. However, “repos to maturity” are accounted for as sales. A repo to maturity is a transaction in which the firm transfers a security under an agreement to repurchase the security where the maturity date of the repurchase agreement matches the maturity date of the underlying security. Therefore, the firm effectively no longer has a repurchase obligation and has relinquished control over the underlying security and, accordingly, accounts for the transaction as a sale. The firm had no repos to maturity outstanding as of December 2013 or December 2012.

**Securities Borrowed and Loaned Transactions**

In a securities borrowed transaction, the firm borrows securities from a counterparty in exchange for cash or securities. When the firm returns the securities, the counterparty returns the cash or securities. Interest is generally paid periodically over the life of the transaction.

In a securities loaned transaction, the firm lends securities to a counterparty typically in exchange for cash or securities. When the counterparty returns the securities, the firm returns the cash or securities posted as collateral. Interest is generally paid periodically over the life of the transaction.

The firm receives securities borrowed, makes delivery of securities loaned, monitors the market value of these securities on a daily basis, and delivers or obtains additional collateral due to changes in the market value of the securities, as appropriate. For securities borrowed transactions, the firm typically requires collateral with a fair value approximately equal to the carrying value of the securities borrowed transaction.

Securities borrowed and loaned within Fixed Income, Currency and Commodities Client Execution are recorded at fair value under the fair value option. See Note 8 for further information about securities borrowed and loaned accounted for at fair value.

Securities borrowed and loaned within Securities Services are recorded based on the amount of cash collateral advanced or received plus accrued interest. As these arrangements generally can be terminated on demand, they exhibit little, if any, sensitivity to changes in interest rates. Therefore, the carrying value of such arrangements approximates fair value. While these arrangements are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm’s fair value hierarchy in Notes 6, 7 and 8. Had these arrangements been included in the firm’s fair value hierarchy, they would have been classified in level 2 as of December 2013 and December 2012.



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Offsetting Arrangements**

The tables below present the gross and net resale and repurchase agreements and securities borrowed and loaned transactions, and the related amount of netting with the same counterparty under enforceable netting agreements (i.e., counterparty netting) included in the consolidated statements of financial condition. Substantially all of the gross carrying values of these arrangements are subject to enforceable netting agreements. The tables below also present the amounts not offset in the consolidated

statements of financial condition including counterparty netting that does not meet the criteria for netting under U.S. GAAP and the fair value of cash or securities collateral received or posted subject to enforceable credit support agreements. Where the firm has received or posted collateral under credit support agreements, but has not yet determined such agreements are enforceable, the related collateral has not been netted in the table below.

	As of December 2013			
	Assets		Liabilities	
	Securities purchased under agreements to resell	Securities borrowed	Securities sold under agreements to repurchase	Securities loaned
<i>in millions</i>				
<b>Amounts included in the consolidated statements of financial condition</b>				
Gross carrying value	\$ 190,536	\$ 172,283	\$ 183,913	\$ 23,700
Counterparty netting	(19,131)	(4,955)	(19,131)	(4,955)
<b>Total</b>	<b>171,405<sup>1</sup></b>	<b>167,328<sup>1</sup></b>	<b>164,782</b>	<b>18,745</b>
<b>Amounts that have not been offset in the consolidated statements of financial condition</b>				
Counterparty netting	(10,725)	(2,224)	(10,725)	(2,224)
Collateral	(152,914)	(147,223)	(141,300)	(16,278)
<b>Total</b>	<b>\$ 7,766</b>	<b>\$ 17,881</b>	<b>\$ 12,757</b>	<b>\$ 243</b>

	As of December 2012			
	Assets		Liabilities	
	Securities purchased under agreements to resell	Securities borrowed	Securities sold under agreements to repurchase	Securities loaned
<i>in millions</i>				
<b>Amounts included in the consolidated statements of financial condition</b>				
Gross carrying value	\$ 175,656	\$ 151,162	\$ 201,688	\$ 23,509
Counterparty netting	(29,766)	(9,744)	(29,766)	(9,744)
<b>Total</b>	<b>145,890<sup>1,2</sup></b>	<b>141,418<sup>1</sup></b>	<b>171,922<sup>2</sup></b>	<b>13,765</b>
<b>Amounts that have not been offset in the consolidated statements of financial condition</b>				
Counterparty netting	(27,512)	(2,583)	(27,512)	(2,583)
Collateral	(104,344)	(117,552)	(106,638)	(10,990)
<b>Total</b>	<b>\$ 14,034</b>	<b>\$ 21,283</b>	<b>\$ 37,772</b>	<b>\$ 192</b>

1. As of December 2013 and December 2012, the firm had \$9.67 billion and \$4.41 billion, respectively, of securities received under resale agreements and \$2.77 billion and \$4.53 billion, respectively, of securities borrowed transactions that were segregated to satisfy certain regulatory requirements. These securities are included in "Cash and securities segregated for regulatory and other purposes."

2. As of December 2012, the firm classified \$148 million of resale agreements and \$115 million of repurchase agreements related to the firm's Americas reinsurance business as held for sale. See Note 3 for further information about this sale.

**Other Secured Financings**

In addition to repurchase agreements and securities lending transactions, the firm funds certain assets through the use of other secured financings and pledges financial instruments and other assets as collateral in these transactions. These other secured financings consist of:

- liabilities of consolidated VIEs;
- transfers of assets accounted for as financings rather than sales (primarily collateralized central bank financings, pledged commodities, bank loans and mortgage whole loans); and
- other structured financing arrangements.

Other secured financings include arrangements that are nonrecourse. As of December 2013 and December 2012, nonrecourse other secured financings were \$1.54 billion and \$1.76 billion, respectively.

The firm has elected to apply the fair value option to substantially all other secured financings because the use of fair value eliminates non-economic volatility in earnings that would arise from using different measurement attributes. See Note 8 for further information about other secured financings that are accounted for at fair value.

Other secured financings that are not recorded at fair value are recorded based on the amount of cash received plus accrued interest, which generally approximates fair value. While these financings are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these financings been included in the firm's fair value hierarchy, they would have primarily been classified in level 2 and level 3 as of December 2013 and December 2012, respectively.

The table below presents information about other secured financings. In the table below:

- short-term secured financings include financings maturing within one year of the financial statement date and financings that are redeemable within one year of the financial statement date at the option of the holder;
- long-term secured financings that are repayable prior to maturity at the option of the firm are reflected at their contractual maturity dates;

- long-term secured financings that are redeemable prior to maturity at the option of the holders are reflected at the dates such options become exercisable; and
- weighted average interest rates exclude secured financings at fair value and include the effect of hedging activities. See Note 7 for further information about hedging activities.

\$ in millions	As of December 2013		
	U.S. Dollar	Non-U.S. Dollar	Total
Other secured financings (short-term):			
At fair value	\$ 9,374	\$ 7,828	\$17,202
At amortized cost	88	—	88
Weighted average interest rates	2.86%	—%	
Other secured financings (long-term):			
At fair value	3,711	2,678	6,389
At amortized cost	372	763	1,135
Weighted average interest rates	3.78%	1.53%	
<b>Total</b> <sup>1</sup>	<b>\$13,545</b>	<b>\$11,269</b>	<b>\$24,814</b>
Amount of other secured financings collateralized by:			
Financial instruments <sup>2</sup>	\$13,366	\$10,880	\$24,246
Other assets	179	389	568

\$ in millions	As of December 2012		
	U.S. Dollar	Non-U.S. Dollar	Total
Other secured financings (short-term):			
At fair value	\$16,504	\$ 6,181	\$22,685
At amortized cost	34	326	360
Weighted average interest rates	6.18%	0.10%	
Other secured financings (long-term):			
At fair value	6,134	1,518	7,652
At amortized cost	577	736	1,313
Weighted average interest rates	3.38%	2.55%	
<b>Total</b> <sup>1</sup>	<b>\$23,249</b>	<b>\$ 8,761</b>	<b>\$32,010</b>
Amount of other secured financings collateralized by:			
Financial instruments <sup>2</sup>	\$22,323	\$ 8,442	\$30,765
Other assets	926	319	1,245

1. Includes \$1.54 billion and \$8.68 billion related to transfers of financial assets accounted for as financings rather than sales as of December 2013 and December 2012, respectively. Such financings were collateralized by financial assets included in "Financial instruments owned, at fair value" of \$1.58 billion and \$8.92 billion as of December 2013 and December 2012, respectively.

2. Includes \$14.75 billion and \$17.24 billion of other secured financings collateralized by financial instruments owned, at fair value as of December 2013 and December 2012, respectively, and includes \$9.50 billion and \$13.53 billion of other secured financings collateralized by financial instruments received as collateral and repledged as of December 2013 and December 2012, respectively.

**Notes to Consolidated Financial Statements**

The table below presents other secured financings by maturity.

<i>in millions</i>	As of December 2013
Other secured financings (short-term)	<b>\$17,290</b>
Other secured financings (long-term):	
2015	<b>3,896</b>
2016	<b>1,951</b>
2017	<b>162</b>
2018	<b>781</b>
2019-thereafter	<b>734</b>
Total other secured financings (long-term)	<b>7,524</b>
<b>Total other secured financings</b>	<b>\$24,814</b>

**Collateral Received and Pledged**

The firm receives cash and securities (e.g., U.S. government and federal agency, other sovereign and corporate obligations, as well as equities and convertible debentures) as collateral, primarily in connection with resale agreements, securities borrowed, derivative transactions and customer margin loans. The firm obtains cash and securities as collateral on an upfront or contingent basis for derivative instruments and collateralized agreements to reduce its credit exposure to individual counterparties.

In many cases, the firm is permitted to deliver or repledge financial instruments received as collateral when entering into repurchase agreements and securities lending agreements, primarily in connection with secured client financing activities. The firm is also permitted to deliver or repledge these financial instruments in connection with other secured financings, collateralizing derivative transactions and meeting firm or customer settlement requirements.

The firm also pledges certain financial instruments owned, at fair value in connection with repurchase agreements, securities lending agreements and other secured financings, and other assets (primarily real estate and cash) in connection with other secured financings to counterparties who may or may not have the right to deliver or repledge them.

The table below presents financial instruments at fair value received as collateral that were available to be delivered or repledged and were delivered or repledged by the firm.

<i>in millions</i>	As of December	
	2013	2012
Collateral available to be delivered or repledged	<b>\$608,390</b>	\$540,949
Collateral that was delivered or repledged	<b>450,127</b>	397,652

The table below presents information about assets pledged.

<i>in millions</i>	As of December	
	2013	2012
Financial instruments owned, at fair value pledged to counterparties that:		
Had the right to deliver or repledge	<b>\$ 62,348</b>	\$ 67,177
Did not have the right to deliver or repledge	<b>84,799</b>	120,980
Other assets pledged to counterparties that:		
Did not have the right to deliver or repledge	<b>769</b>	2,031

**Note 10.**

**Securitization Activities**

The firm securitizes residential and commercial mortgages, corporate bonds, loans and other types of financial assets by selling these assets to securitization vehicles (e.g., trusts, corporate entities and limited liability companies) or through a resecuritization. The firm acts as underwriter of the beneficial interests that are sold to investors. The firm’s residential mortgage securitizations are substantially all in connection with government agency securitizations.

Beneficial interests issued by securitization entities are debt or equity securities that give the investors rights to receive all or portions of specified cash inflows to a securitization vehicle and include senior and subordinated interests in principal, interest and/or other cash inflows. The proceeds from the sale of beneficial interests are used to pay the transferor for the financial assets sold to the securitization vehicle or to purchase securities which serve as collateral.

The firm accounts for a securitization as a sale when it has relinquished control over the transferred assets. Prior to securitization, the firm accounts for assets pending transfer at fair value and therefore does not typically recognize significant gains or losses upon the transfer of assets. Net revenues from underwriting activities are recognized in connection with the sales of the underlying beneficial interests to investors.

For transfers of assets that are not accounted for as sales, the assets remain in “Financial instruments owned, at fair value” and the transfer is accounted for as a collateralized financing, with the related interest expense recognized over the life of the transaction. See Notes 9 and 23 for further information about collateralized financings and interest expense, respectively.

The firm generally receives cash in exchange for the transferred assets but may also have continuing involvement with transferred assets, including ownership of beneficial interests in securitized financial assets, primarily in the form of senior or subordinated securities. The firm may also purchase senior or subordinated securities issued by securitization vehicles (which are typically VIEs) in connection with secondary market-making activities.

The primary risks included in beneficial interests and other interests from the firm’s continuing involvement with securitization vehicles are the performance of the underlying collateral, the position of the firm’s investment in the capital structure of the securitization vehicle and the market yield for the security. These interests are accounted for at fair value and are included in “Financial instruments owned, at fair value” and are generally classified in level 2 of the fair value hierarchy. See Notes 5 through 8 for further information about fair value measurements.

The table below presents the amount of financial assets securitized and the cash flows received on retained interests in securitization entities in which the firm had continuing involvement.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Residential mortgages	\$29,772	\$33,755	\$40,131
Commercial mortgages	6,086	300	—
Other financial assets	—	—	269
<b>Total</b>	<b>\$35,858</b>	<b>\$34,055</b>	<b>\$40,400</b>
Cash flows on retained interests	\$ 249	\$ 389	\$ 569

**Notes to Consolidated Financial Statements**

The tables below present the firm's continuing involvement in nonconsolidated securitization entities to which the firm sold assets, as well as the total outstanding principal amount of transferred assets in which the firm has continuing involvement. In these tables:

- the outstanding principal amount is presented for the purpose of providing information about the size of the securitization entities in which the firm has continuing involvement and is not representative of the firm's risk of loss;
- for retained or purchased interests, the firm's risk of loss is limited to the fair value of these interests; and
- purchased interests represent senior and subordinated interests, purchased in connection with secondary market-making activities, in securitization entities in which the firm also holds retained interests.

As of December 2013			
<i>in millions</i>	Outstanding Principal Amount	Fair Value of Retained Interests	Fair Value of Purchased Interests
U.S. government agency- issued collateralized mortgage obligations	\$61,543	\$3,455	\$ —
Other residential mortgage-backed	2,072	46	—
Other commercial mortgage-backed	7,087	140	153
CDOs, CLOs and other	6,861	86	8
<b>Total</b> <sup>1</sup>	<b>\$77,563</b>	<b>\$3,727</b>	<b>\$161</b>

As of December 2012			
<i>in millions</i>	Outstanding Principal Amount	Fair Value of Retained Interests	Fair Value of Purchased Interests
U.S. government agency- issued collateralized mortgage obligations	\$57,685	\$4,654	\$ —
Other residential mortgage-backed	3,656	106	—
Other commercial mortgage-backed	1,253	1	56
CDOs, CLOs and other	8,866	51	331
<b>Total</b> <sup>1</sup>	<b>\$71,460</b>	<b>\$4,812</b>	<b>\$387</b>

1. Outstanding principal amount includes \$418 million and \$835 million as of December 2013 and December 2012, respectively, related to securitization entities in which the firm's only continuing involvement is retained servicing which is not a variable interest.

In addition, the outstanding principal and fair value of retained interests in the tables above relate to the following types of securitizations and vintage as described:

- the outstanding principal amount and fair value of retained interests for U.S. government agency-issued collateralized mortgage obligations as of December 2013 primarily relate to securitizations during 2013 and 2012, and as of December 2012 primarily relate to securitizations during 2012 and 2011;
- the outstanding principal amount and fair value of retained interests for other residential mortgage-backed obligations as of both December 2013 and December 2012 primarily relate to prime and Alt-A securitizations during 2007 and 2006;
- the outstanding principal amount and fair value of retained interests for other commercial mortgage-backed obligations as of December 2013 primarily relate to securitizations during 2013. As of December 2012, the outstanding principal amount primarily relates to securitizations during 2012 and 2007 and the fair value of retained interests primarily relates to securitizations during 2012; and
- the outstanding principal amount and fair value of retained interests for CDOs, CLOs and other as of December 2013 primarily relate to CDO and CLO securitizations during 2007 and as of December 2012 primarily relate to securitizations during 2007 and 2006.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

In addition to the interests in the table above, the firm had other continuing involvement in the form of derivative transactions and guarantees with certain nonconsolidated VIEs. The carrying value of these derivatives and guarantees was a net asset of \$26 million and \$45 million as of December 2013 and December 2012, respectively. The notional amounts of these derivatives and guarantees are included in maximum exposure to loss in the nonconsolidated VIE tables in Note 11.

The tables below do not give effect to the offsetting benefit of other financial instruments that are held to mitigate risks inherent in these retained interests. Changes in fair value based on an adverse variation in assumptions generally cannot be extrapolated because the relationship of the change in assumptions to the change in fair value is not usually linear. In addition, the impact of a change in a particular assumption in the below tables are calculated independently of changes in any other assumption. In practice, simultaneous changes in assumptions might magnify or counteract the sensitivities disclosed below.

The tables below present the weighted average key economic assumptions used in measuring the fair value of retained interests and the sensitivity of this fair value to immediate adverse changes of 10% and 20% in those assumptions. In the tables below, the constant prepayment rate is included only for positions for which it is a key assumption in the determination of fair value. The discount rate for retained interests that relate to U.S. government agency-issued collateralized mortgage obligations does not include any credit loss. Expected credit loss assumptions are reflected in the discount rate for the remainder of retained interests.

<i>\$ in millions</i>	As of December 2013	
	Type of Retained Interests	
	Mortgage-Backed	Other <sup>1</sup>
Fair value of retained interests	\$3,641	\$ 86
Weighted average life (years)	8.3	1.9
Constant prepayment rate	7.5%	N.M.
Impact of 10% adverse change	\$ (36)	N.M.
Impact of 20% adverse change	(64)	N.M.
Discount rate	3.9%	N.M.
Impact of 10% adverse change	\$ (85)	N.M.
Impact of 20% adverse change	(164)	N.M.

<i>\$ in millions</i>	As of December 2012	
	Type of Retained Interests	
	Mortgage-Backed	Other <sup>1</sup>
Fair value of retained interests	\$4,761	\$ 51
Weighted average life (years)	8.2	2.0
Constant prepayment rate	10.9%	N.M.
Impact of 10% adverse change	\$ (57)	N.M.
Impact of 20% adverse change	(110)	N.M.
Discount rate	4.6%	N.M.
Impact of 10% adverse change	\$ (96)	N.M.
Impact of 20% adverse change	(180)	N.M.

1. Due to the nature and current fair value of certain of these retained interests, the weighted average assumptions for constant prepayment and discount rates and the related sensitivity to adverse changes are not meaningful as of December 2013 and December 2012. The firm's maximum exposure to adverse changes in the value of these interests is the carrying value of \$86 million and \$51 million as of December 2013 and December 2012, respectively.

**Notes to Consolidated Financial Statements****Note 11.****Variable Interest Entities**

VIEs generally finance the purchase of assets by issuing debt and equity securities that are either collateralized by or indexed to the assets held by the VIE. The debt and equity securities issued by a VIE may include tranches of varying levels of subordination. The firm's involvement with VIEs includes securitization of financial assets, as described in Note 10, and investments in and loans to other types of VIEs, as described below. See Note 10 for additional information about securitization activities, including the definition of beneficial interests. See Note 3 for the firm's consolidation policies, including the definition of a VIE.

The firm is principally involved with VIEs through the following business activities:

**Mortgage-Backed VIEs and Corporate CDO and CLO VIEs.** The firm sells residential and commercial mortgage loans and securities to mortgage-backed VIEs and corporate bonds and loans to corporate CDO and CLO VIEs and may retain beneficial interests in the assets sold to these VIEs. The firm purchases and sells beneficial interests issued by mortgage-backed and corporate CDO and CLO VIEs in connection with market-making activities. In addition, the firm may enter into derivatives with certain of these VIEs, primarily interest rate swaps, which are typically not variable interests. The firm generally enters into derivatives with other counterparties to mitigate its risk from derivatives with these VIEs.

Certain mortgage-backed and corporate CDO and CLO VIEs, usually referred to as synthetic CDOs or credit-linked note VIEs, synthetically create the exposure for the beneficial interests they issue by entering into credit derivatives, rather than purchasing the underlying assets. These credit derivatives may reference a single asset, an index, or a portfolio/basket of assets or indices. See Note 7 for further information about credit derivatives. These VIEs use the funds from the sale of beneficial interests and the premiums received from credit derivative counterparties to purchase securities which serve to collateralize the beneficial interest holders and/or the credit derivative counterparty. These VIEs may enter into other derivatives, primarily interest rate swaps, which are typically not variable interests. The firm may be a counterparty to derivatives with these VIEs and generally enters into derivatives with other counterparties to mitigate its risk.

**Real Estate, Credit-Related and Other Investing VIEs.**

The firm purchases equity and debt securities issued by and makes loans to VIEs that hold real estate, performing and nonperforming debt, distressed loans and equity securities. The firm typically does not sell assets to, or enter into derivatives with, these VIEs.

**Other Asset-Backed VIEs.** The firm structures VIEs that issue notes to clients, and purchases and sells beneficial interests issued by other asset-backed VIEs in connection with market-making activities. In addition, the firm may enter into derivatives with certain other asset-backed VIEs, primarily total return swaps on the collateral assets held by these VIEs under which the firm pays the VIE the return due to the note holders and receives the return on the collateral assets owned by the VIE. The firm generally can be removed as the total return swap counterparty. The firm generally enters into derivatives with other counterparties to mitigate its risk from derivatives with these VIEs. The firm typically does not sell assets to the other asset-backed VIEs it structures.

**Power-Related VIEs.** The firm purchases debt and equity securities issued by, and may provide commitments to, VIEs that hold power-related assets. The firm typically does not sell assets to, or enter into derivatives with, these VIEs.

**Investment Fund VIEs.** The firm makes equity investments in, and is entitled to receive fees from, certain of the investment fund VIEs it manages. The firm typically does not sell assets to, or enter into derivatives with, these VIEs.

**Principal-Protected Note VIEs.** The firm structures VIEs that issue principal-protected notes to clients. These VIEs own portfolios of assets, principally with exposure to hedge funds. Substantially all of the principal protection on the notes issued by these VIEs is provided by the asset portfolio rebalancing that is required under the terms of the notes. The firm enters into total return swaps with these VIEs under which the firm pays the VIE the return due to the principal-protected note holders and receives the return on the assets owned by the VIE. The firm may enter into derivatives with other counterparties to mitigate the risk it has from the derivatives it enters into with these VIEs. The firm also obtains funding through these VIEs.

**Notes to Consolidated Financial Statements****VIE Consolidation Analysis**

A variable interest in a VIE is an investment (e.g., debt or equity securities) or other interest (e.g., derivatives or loans and lending commitments) in a VIE that will absorb portions of the VIE's expected losses and/or receive portions of the VIE's expected residual returns.

The firm's variable interests in VIEs include senior and subordinated debt in residential and commercial mortgage-backed and other asset-backed securitization entities, CDOs and CLOs; loans and lending commitments; limited and general partnership interests; preferred and common equity; derivatives that may include foreign currency, equity and/or credit risk; guarantees; and certain of the fees the firm receives from investment funds. Certain interest rate, foreign currency and credit derivatives the firm enters into with VIEs are not variable interests because they create rather than absorb risk.

The enterprise with a controlling financial interest in a VIE is known as the primary beneficiary and consolidates the VIE. The firm determines whether it is the primary beneficiary of a VIE by performing an analysis that principally considers:

- which variable interest holder has the power to direct the activities of the VIE that most significantly impact the VIE's economic performance;
- which variable interest holder has the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE;
- the VIE's purpose and design, including the risks the VIE was designed to create and pass through to its variable interest holders;
- the VIE's capital structure;
- the terms between the VIE and its variable interest holders and other parties involved with the VIE; and
- related-party relationships.

The firm reassesses its initial evaluation of whether an entity is a VIE when certain reconsideration events occur. The firm reassesses its determination of whether it is the primary beneficiary of a VIE on an ongoing basis based on current facts and circumstances.

**Nonconsolidated VIEs**

The firm's exposure to the obligations of VIEs is generally limited to its interests in these entities. In certain instances, the firm provides guarantees, including derivative guarantees, to VIEs or holders of variable interests in VIEs.

The tables below present information about nonconsolidated VIEs in which the firm holds variable interests. Nonconsolidated VIEs are aggregated based on principal business activity. The nature of the firm's variable interests can take different forms, as described in the rows under maximum exposure to loss. In the tables below:

- The maximum exposure to loss excludes the benefit of offsetting financial instruments that are held to mitigate the risks associated with these variable interests.
- For retained and purchased interests, and loans and investments, the maximum exposure to loss is the carrying value of these interests.
- For commitments and guarantees, and derivatives, the maximum exposure to loss is the notional amount, which does not represent anticipated losses and also has not been reduced by unrealized losses already recorded. As a result, the maximum exposure to loss exceeds liabilities recorded for commitments and guarantees, and derivatives provided to VIEs.

The carrying values of the firm's variable interests in nonconsolidated VIEs are included in the consolidated statement of financial condition as follows:

- Substantially all assets held by the firm related to mortgage-backed, corporate CDO and CLO, other asset-backed, and investment fund VIEs are included in "Financial instruments owned, at fair value." Substantially all liabilities held by the firm related to corporate CDO and CLO and other asset-backed VIEs are included in "Financial instruments sold, but not yet purchased, at fair value."
- Assets held by the firm related to real estate, credit-related and other investing VIEs are primarily included in "Financial instruments owned, at fair value" and "Receivables from customers and counterparties," and liabilities are substantially all included in "Financial Instruments sold, but not yet purchased, at fair value."
- Assets held by the firm related to power-related VIEs are primarily included in "Financial instruments owned, at fair value" and "Other assets."



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

Nonconsolidated VIEs							
As of December 2013							
<i>in millions</i>	Mortgage-backed	Corporate CDOs and CLOs	Real estate, credit-related and other investing	Other asset-backed	Power-related	Investment funds	Total
<b>Assets in VIE</b>	<b>\$86,562</b> <sup>2</sup>	<b>\$19,761</b>	<b>\$8,599</b>	<b>\$4,401</b>	<b>\$593</b>	<b>\$2,332</b>	<b>\$122,248</b>
<b>Carrying Value of the Firm's Variable Interests</b>							
Assets	5,269	1,063	2,756	284	116	49	9,537
Liabilities	—	3	2	40	—	—	45
<b>Maximum Exposure to Loss in Nonconsolidated VIEs</b>							
Retained interests	3,641	80	—	6	—	—	3,727
Purchased interests	1,627	659	—	142	—	—	2,428
Commitments and guarantees <sup>1</sup>	—	—	485	—	278	3	766
Derivatives <sup>1</sup>	586	4,809	—	2,115	—	—	7,510
Loans and investments	—	—	2,756	—	116	49	2,921
<b>Total</b>	<b>\$ 5,854</b> <sup>2</sup>	<b>\$ 5,548</b>	<b>\$3,241</b>	<b>\$2,263</b>	<b>\$394</b>	<b>\$ 52</b>	<b>\$ 17,352</b>

Nonconsolidated VIEs							
As of December 2012							
<i>in millions</i>	Mortgage-backed	Corporate CDOs and CLOs	Real estate, credit-related and other investing	Other asset-backed	Power-related	Investment funds	Total
<b>Assets in VIE</b>	<b>\$79,171</b> <sup>2</sup>	<b>\$23,842</b>	<b>\$9,244</b>	<b>\$3,510</b>	<b>\$147</b>	<b>\$1,898</b>	<b>\$117,812</b>
<b>Carrying Value of the Firm's Variable Interests</b>							
Assets	6,269	1,193	1,801	220	32	4	9,519
Liabilities	—	12	—	30	—	—	42
<b>Maximum Exposure to Loss in Nonconsolidated VIEs</b>							
Retained interests	4,761	51	—	—	—	—	4,812
Purchased interests	1,162	659	—	204	—	—	2,025
Commitments and guarantees <sup>1</sup>	—	1	438	—	—	1	440
Derivatives <sup>1</sup>	1,574	6,761	—	952	—	—	9,287
Loans and investments	39	—	1,801	—	32	4	1,876
<b>Total</b>	<b>\$ 7,536</b> <sup>2</sup>	<b>\$ 7,472</b>	<b>\$2,239</b>	<b>\$1,156</b>	<b>\$ 32</b>	<b>\$ 5</b>	<b>\$ 18,440</b>

1. The aggregate amounts include \$2.01 billion and \$3.25 billion as of December 2013 and December 2012, respectively, related to guarantees and derivative transactions with VIEs to which the firm transferred assets.

2. Assets in VIE and maximum exposure to loss include \$4.55 billion and \$900 million, respectively, as of December 2013, and \$3.57 billion and \$1.72 billion, respectively, as of December 2012, related to CDOs backed by mortgage obligations.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Consolidated VIEs**

The tables below present the carrying amount and classification of assets and liabilities in consolidated VIEs, excluding the benefit of offsetting financial instruments that are held to mitigate the risks associated with the firm's variable interests. Consolidated VIEs are aggregated based on principal business activity and their assets and liabilities are presented net of intercompany eliminations. The majority of the assets in principal-protected notes VIEs are intercompany and are eliminated in consolidation.

Substantially all the assets in consolidated VIEs can only be used to settle obligations of the VIE.

The tables below exclude VIEs in which the firm holds a majority voting interest if (i) the VIE meets the definition of a business and (ii) the VIE's assets can be used for purposes other than the settlement of its obligations.

The liabilities of real estate, credit-related and other investing VIEs and CDOs, mortgage-backed and other asset-backed VIEs do not have recourse to the general credit of the firm.

*in millions*

	Consolidated VIEs			Total
	As of December 2013			
	Real estate, credit-related and other investing	CDOs, mortgage-backed and other asset-backed	Principal-protected notes	
<b>Assets</b>				
Cash and cash equivalents	\$ 183	\$ —	\$ —	\$ 183
Cash and securities segregated for regulatory and other purposes	84	—	63	147
Receivables from customers and counterparties	50	—	—	50
Financial instruments owned, at fair value	1,309	310	155	1,774
Other assets	921	—	—	921
<b>Total</b>	<b>\$2,547</b>	<b>\$310</b>	<b>\$ 218</b>	<b>\$3,075</b>
<b>Liabilities</b>				
Other secured financings	\$ 417	\$198	\$ 404	\$1,019
Unsecured short-term borrowings, including the current portion of unsecured long-term borrowings	—	—	1,258	1,258
Unsecured long-term borrowings	57	—	193	250
Other liabilities and accrued expenses	556	—	—	556
<b>Total</b>	<b>\$1,030</b>	<b>\$198</b>	<b>\$1,855</b>	<b>\$3,083</b>

*in millions*

	Consolidated VIEs			Total
	As of December 2012			
	Real estate, credit-related and other investing	CDOs, mortgage-backed and other asset-backed	Principal-protected notes	
<b>Assets</b>				
Cash and cash equivalents	\$ 236	\$107	\$ —	\$ 343
Cash and securities segregated for regulatory and other purposes	134	—	92	226
Receivables from brokers, dealers and clearing organizations	5	—	—	5
Financial instruments owned, at fair value	2,958	763	124	3,845
Other assets	1,080	—	—	1,080
<b>Total</b>	<b>\$4,413</b>	<b>\$870</b>	<b>\$ 216</b>	<b>\$5,499</b>
<b>Liabilities</b>				
Other secured financings	\$ 594	\$699	\$ 301	\$1,594
Financial instruments sold, but not yet purchased, at fair value	—	107	—	107
Unsecured short-term borrowings, including the current portion of unsecured long-term borrowings	—	—	1,584	1,584
Unsecured long-term borrowings	4	—	334	338
Other liabilities and accrued expenses	1,478	—	—	1,478
<b>Total</b>	<b>\$2,076</b>	<b>\$806</b>	<b>\$2,219</b>	<b>\$5,101</b>

**Note 12.**

**Other Assets**

Other assets are generally less liquid, non-financial assets. The table below presents other assets by type.

<i>in millions</i>	As of December	
	2013	2012
Property, leasehold improvements and equipment	\$ 9,196	\$ 8,217
Goodwill and identifiable intangible assets	4,376	5,099
Income tax-related assets <sup>1</sup>	5,241	5,620
Equity-method investments <sup>2</sup>	417	453
Miscellaneous receivables and other	3,279	20,234
<b>Total</b>	<b>\$22,509</b>	<b>\$39,623</b>

1. See Note 24 for further information about income taxes.

2. Excludes investments accounted for at fair value under the fair value option where the firm would otherwise apply the equity method of accounting of \$6.07 billion and \$5.54 billion as of December 2013 and December 2012, respectively, which are included in "Financial instruments owned, at fair value." The firm has generally elected the fair value option for such investments acquired after the fair value option became available.

**Assets Held for Sale**

In the fourth quarter of 2012, the firm classified its Americas reinsurance business within its Institutional Client Services segment as held for sale. As of December 2012, assets related to this business were \$16.92 billion. In the table above, \$16.77 billion of such assets were included in "Miscellaneous receivables and other" (primarily available-for-sale securities and separate account assets) and \$149 million were included in "Goodwill and identifiable intangible assets." Liabilities related to this business of \$14.62 billion as of December 2012 were included in "Other liabilities and accrued expenses."

The firm completed the sale of a majority stake in its Americas reinsurance business in April 2013. See Note 3 for further information.

**Property, Leasehold Improvements and Equipment**

Property, leasehold improvements and equipment in the table above is presented net of accumulated depreciation and amortization of \$9.04 billion and \$9.05 billion as of December 2013 and December 2012, respectively. Property, leasehold improvements and equipment included \$6.02 billion and \$6.20 billion as of December 2013 and December 2012, respectively, related to property, leasehold improvements and equipment that the firm uses in connection with its operations. The remainder is held by investment entities, including VIEs, consolidated by the firm.

Substantially all property and equipment are depreciated on a straight-line basis over the useful life of the asset. Leasehold improvements are amortized on a straight-line basis over the useful life of the improvement or the term of the lease, whichever is shorter. Certain costs of software developed or obtained for internal use are capitalized and amortized on a straight-line basis over the useful life of the software.

**Impairments**

The firm tests property, leasehold improvements and equipment, identifiable intangible assets and other assets for impairment whenever events or changes in circumstances suggest that an asset's or asset group's carrying value may not be fully recoverable. To the extent the carrying value of an asset exceeds the projected undiscounted cash flows expected to result from the use and eventual disposal of the asset or asset group, the firm determines the asset is impaired and records an impairment loss equal to the difference between the estimated fair value and the carrying value of the asset or asset group. In addition, the firm will recognize an impairment loss prior to the sale of an asset if the carrying value of the asset exceeds its estimated fair value.

Primarily as a result of a decline in the market conditions in which certain of the firm's consolidated investments operate, during 2013 and 2012, the firm determined certain assets were impaired and recorded impairment losses of \$216 million (\$160 million related to property, leasehold improvements and equipment and \$56 million related to identifiable intangible assets) for 2013 and \$404 million (\$253 million related to property, leasehold improvements and equipment and \$151 million related to identifiable intangible and other assets) for 2012.

These impairment losses, substantially all of which were included in "Depreciation and amortization" within the firm's Investing & Lending segment, represented the excess of the carrying values of these assets over their estimated fair values, which are primarily level 3 measurements, using a combination of discounted cash flow analyses and relative value analyses, including the estimated cash flows expected to result from the use and eventual disposition of these assets.

**Note 13.**

**Goodwill and Identifiable Intangible Assets**

The tables below present the carrying values of goodwill and identifiable intangible assets, which are included in “Other assets.”

<i>in millions</i>	Goodwill	
	As of December	
	2013	2012
Investment Banking:		
Financial Advisory	\$ 98	\$ 98
Underwriting	183	183
Institutional Client Services:		
Fixed Income, Currency and Commodities Client Execution	269	269
Equities Client Execution	2,404	2,402
Securities Services	105	105
Investing & Lending	60	59
Investment Management	586	586
<b>Total</b>	<b>\$3,705</b>	<b>\$3,702</b>

<i>in millions</i>	Identifiable Intangible Assets	
	As of December	
	2013	2012
Investment Banking:		
Financial Advisory	\$ —	\$ 1
Institutional Client Services:		
Fixed Income, Currency and Commodities Client Execution <sup>1</sup>	35	421
Equities Client Execution <sup>2</sup>	348	565
Investing & Lending	180	281
Investment Management	108	129
<b>Total</b>	<b>\$ 671</b>	<b>\$1,397</b>

1. The decrease from December 2012 to December 2013 is related to the sale of the firm’s television broadcast royalties in the first quarter of 2013.

2. The decrease from December 2012 to December 2013 is primarily related to the sale of a majority stake in the firm’s Americas reinsurance business in April 2013. See Note 3 for further information about this sale.

**Goodwill**

Goodwill is the cost of acquired companies in excess of the fair value of net assets, including identifiable intangible assets, at the acquisition date.

Goodwill is assessed annually in the fourth quarter for impairment or more frequently if events occur or circumstances change that indicate impairment may exist. First, qualitative factors are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If results of the qualitative assessment are not conclusive, a quantitative test would be performed.

The quantitative goodwill impairment test consists of two steps.

- The first step compares the estimated fair value of each reporting unit with its estimated net book value (including goodwill and identifiable intangible assets). If the reporting unit’s fair value exceeds its estimated net book value, goodwill is not impaired.
- If the estimated fair value of a reporting unit is less than its estimated net book value, the second step of the goodwill impairment test is performed to measure the amount of impairment loss, if any. An impairment loss is equal to the excess of the carrying amount of goodwill over its fair value.

The firm performed a quantitative goodwill impairment test during the fourth quarter of 2012 (2012 quantitative goodwill test) and determined that goodwill was not impaired.

When performing the quantitative test in 2012, the firm estimated the fair value of each reporting unit and compared it to the respective reporting unit’s net book value (estimated carrying value). The reporting units were valued using relative value and residual income valuation techniques because the firm believes market participants would use these techniques to value the firm’s reporting units. The net book value of each reporting unit reflected an allocation of total shareholders’ equity and represented the estimated amount of shareholders’ equity required to support the activities of the reporting unit under guidelines issued by the Basel Committee on Banking Supervision (Basel Committee) in December 2010. In performing its 2012 quantitative goodwill test, the firm determined that goodwill was not impaired, and the estimated fair value of the firm’s reporting units, in which substantially all of the firm’s goodwill is held, significantly exceeded their estimated carrying values.

## Notes to Consolidated Financial Statements

During the fourth quarter of 2013, the firm assessed goodwill for impairment. Multiple factors were assessed with respect to each of the firm's reporting units to determine whether it was more likely than not that the fair value of any of the reporting units was less than its carrying amount. The qualitative assessment considered changes since the 2012 quantitative goodwill test.

In accordance with ASC 350, the firm considered the following factors in the 2013 qualitative assessment performed in the fourth quarter when evaluating whether it was more likely than not that the fair value of a reporting unit was less than its carrying amount:

- **Macroeconomic conditions.** Since the 2012 quantitative goodwill test was performed, the firm's general operating environment improved as credit spreads tightened, global equity prices increased significantly, levels of volatility were generally lower and industry-wide equity underwriting activity improved.
- **Industry and market considerations.** Since the 2012 quantitative goodwill test was performed, industry-wide metrics have trended positively and many industry participants, including the firm, experienced increases in stock price, price-to-book multiples and price-to-earnings multiples. In addition, clarity was obtained on a number of regulations. It is early in the process of determining the impact of these regulations, the rules are highly complex and their full impact will not be known until market practices are fully developed. However, the firm does not expect compliance to have a significant negative impact on reporting unit results.
- **Cost factors.** Although certain expenses increased, there were no significant negative changes to the firm's overall cost structure since the 2012 quantitative goodwill test was performed.

- **Overall financial performance.** During 2013, the firm's net earnings, pre-tax margin, diluted earnings per share, return on average common shareholders' equity and book value per common share increased as compared with 2012.
- **Entity-specific events.** There were no entity-specific events since the 2012 quantitative goodwill test was performed that would have had a significant negative impact on the valuation of the firm's reporting units.
- **Events affecting reporting units.** There were no events since the 2012 quantitative goodwill test was performed that would have had a significant negative impact on the valuation of the firm's reporting units.
- **Sustained changes in stock price.** Since the 2012 quantitative goodwill test was performed, the firm's stock price has increased significantly. In addition, the stock price exceeded book value per common share throughout most of 2013.

The firm also considered other factors in its qualitative assessment, including changes in the book value of reporting units, the estimated excess of the fair values as compared with the carrying values for the reporting units in the 2012 quantitative goodwill test, projected earnings and the cost of equity. The firm considered all of the above factors in the aggregate as part of its qualitative assessment.

As a result of the 2013 qualitative assessment, the firm determined that it was more likely than not that the fair value of each of the reporting units exceeded its respective carrying amount. Therefore, the firm determined that goodwill was not impaired and that a quantitative goodwill impairment test was not required.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Identifiable Intangible Assets**

The table below presents the gross carrying amount, accumulated amortization and net carrying amount of

identifiable intangible assets and their weighted average remaining lives.

<i>\$ in millions</i>		As of December		
		2013	Weighted Average Remaining Lives (years)	2012
<b>Customer lists</b>	Gross carrying amount	<b>\$ 1,102</b>		\$ 1,099
	Accumulated amortization	<b>(706)</b>		(643)
	Net carrying amount	<b>396</b>	<b>7</b>	456
<b>Commodities-related intangibles <sup>1</sup></b>	Gross carrying amount	<b>510</b>		513
	Accumulated amortization	<b>(341)</b>		(226)
	Net carrying amount	<b>169</b>	<b>8</b>	287
<b>Television broadcast royalties <sup>2</sup></b>	Gross carrying amount	—		560
	Accumulated amortization	—		(186)
	Net carrying amount	—	<b>N/A <sup>2</sup></b>	374
<b>Insurance-related intangibles <sup>3</sup></b>	Gross carrying amount	—		380
	Accumulated amortization	—		(231)
	Net carrying amount	—	<b>N/A <sup>3</sup></b>	149
<b>Other <sup>4</sup></b>	Gross carrying amount	<b>906</b>		950
	Accumulated amortization	<b>(800)</b>		(819)
	Net carrying amount	<b>106</b>	<b>11</b>	131
<b>Total</b>	<b>Gross carrying amount</b>	<b>2,518</b>		3,502
	<b>Accumulated amortization</b>	<b>(1,847)</b>		(2,105)
	<b>Net carrying amount</b>	<b>\$ 671</b>	<b>8</b>	\$ 1,397

1. Primarily includes commodities-related customer contracts and relationships, permits and access rights.
2. These assets were sold in the first quarter of 2013 and total proceeds received approximated carrying value.
3. These assets were related to the firm's Americas reinsurance business, in which a majority stake was sold in April 2013. See Note 3 for further information about this sale.
4. Primarily includes the firm's exchange-traded fund lead market maker rights.

Substantially all of the firm's identifiable intangible assets are considered to have finite lives and are amortized over their estimated lives or based on economic usage for certain commodities-related intangibles. Substantially all of the amortization expense for identifiable intangible assets is included in "Depreciation and amortization."

The tables below present amortization expense for identifiable intangible assets for 2013, 2012 and 2011, and the estimated future amortization expense through 2018 for identifiable intangible assets as of December 2013.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Amortization expense	<b>\$205</b>	\$338	\$389

<i>in millions</i>	As of December 2013
<b>Estimated future amortization expense:</b>	
2014	<b>\$127</b>
2015	<b>95</b>
2016	<b>92</b>
2017	<b>90</b>
2018	<b>80</b>

See Note 12 for information about impairment testing and impairments of the firm's identifiable intangible assets.

**Note 14.**

**Deposits**

The table below presents deposits held in U.S. and non-U.S. offices, substantially all of which were interest-bearing. Substantially all U.S. deposits were held at Goldman Sachs Bank USA (GS Bank USA) as of December 2013 and December 2012. Substantially all non-U.S. deposits were held at Goldman Sachs International Bank (GSIB) as of December 2013 and held at Goldman Sachs Bank (Europe) plc (GS Bank Europe) and GSIB as of December 2012. On January 18, 2013, GS Bank Europe surrendered its banking license to the Central Bank of Ireland after transferring its deposits to GSIB and subsequently changed its name to Goldman Sachs Ireland Finance plc.

<i>in millions</i>	As of December	
	2013	2012
U.S. offices	\$61,016	\$62,377
Non-U.S. offices	9,791	7,747
<b>Total</b>	<b>\$70,807<sup>1</sup></b>	<b>\$70,124<sup>1</sup></b>

The table below presents maturities of time deposits held in U.S. and non-U.S. offices.

<i>in millions</i>	As of December 2013		
	U.S.	Non-U.S.	Total
2014	\$ 4,047	\$5,080	\$ 9,127
2015	4,269	—	4,269
2016	2,285	—	2,285
2017	2,796	—	2,796
2018	1,830	—	1,830
2019 - thereafter	4,481	—	4,481
<b>Total</b>	<b>\$19,708<sup>2</sup></b>	<b>\$5,080<sup>3</sup></b>	<b>\$24,788<sup>1</sup></b>

1. Includes \$7.26 billion and \$5.10 billion as of December 2013 and December 2012, respectively, of time deposits accounted for at fair value under the fair value option. See Note 8 for further information about deposits accounted for at fair value.

2. Includes \$42 million greater than \$100,000, of which \$31 million matures within three months, \$4 million matures within three to six months, \$4 million matures within six to twelve months, and \$3 million matures after twelve months.

3. Substantially all were greater than \$100,000.

As of December 2013 and December 2012, savings and demand deposits, which represent deposits with no stated maturity, were \$46.02 billion and \$46.51 billion, respectively, which were recorded based on the amount of cash received plus accrued interest, which approximates fair value. In addition, the firm designates certain derivatives as fair value hedges on substantially all of its time deposits for which it has not elected the fair value option. Accordingly, \$17.53 billion and \$18.52 billion as of December 2013 and December 2012, respectively, of time deposits were effectively converted from fixed-rate obligations to floating-rate obligations and were recorded at amounts that generally approximate fair value. While these savings and demand deposits and time deposits are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these deposits been included in the firm's fair value hierarchy, they would have been classified in level 2.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Note 15.**

**Short-Term Borrowings**

Short-term borrowings were comprised of the following:

<i>in millions</i>	As of December	
	2013	2012
Other secured financings (short-term)	<b>\$17,290</b>	\$23,045
Unsecured short-term borrowings	<b>44,692</b>	44,304
<b>Total</b>	<b>\$61,982</b>	\$67,349

See Note 9 for further information about other secured financings.

Unsecured short-term borrowings include the portion of unsecured long-term borrowings maturing within one year of the financial statement date and unsecured long-term borrowings that are redeemable within one year of the financial statement date at the option of the holder.

The firm accounts for promissory notes, commercial paper and certain hybrid financial instruments at fair value under the fair value option. See Note 8 for further information about unsecured short-term borrowings that are accounted for at fair value. The carrying value of unsecured short-term borrowings that are not recorded at fair value generally approximates fair value due to the short-term nature of the obligations. While these unsecured short-term borrowings are carried at amounts that approximate fair value, they are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP and therefore are not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these borrowings been included in the firm's fair value hierarchy, substantially all would have been classified in level 2 as of December 2013 and December 2012.

The table below presents unsecured short-term borrowings.

<i>\$ in millions</i>	As of December	
	2013	2012
Current portion of unsecured long-term borrowings <sup>1</sup>	<b>\$25,312</b>	\$25,344
Hybrid financial instruments	<b>13,391</b>	12,295
Promissory notes	<b>292</b>	260
Commercial paper	<b>1,011</b>	884
Other short-term borrowings	<b>4,686</b>	5,521
<b>Total</b>	<b>\$44,692</b>	\$44,304
Weighted average interest rate <sup>2</sup>	<b>1.65%</b>	1.57%

1. Includes \$24.20 billion and \$24.65 billion as of December 2013 and December 2012, respectively, issued by Group Inc.

2. The weighted average interest rates for these borrowings include the effect of hedging activities and exclude financial instruments accounted for at fair value under the fair value option. See Note 7 for further information about hedging activities.

**Note 16.**

**Long-Term Borrowings**

Long-term borrowings were comprised of the following:

<i>in millions</i>	As of December	
	2013	2012
Other secured financings (long-term)	<b>\$ 7,524</b>	\$ 8,965
Unsecured long-term borrowings	<b>160,965</b>	167,305
<b>Total</b>	<b>\$168,489</b>	\$176,270

See Note 9 for further information about other secured financings. The table below presents unsecured long-term borrowings extending through 2061 and consisting principally of senior borrowings.

<i>in millions</i>	As of December 2013		
	U.S. Dollar	Non-U.S. Dollar	Total
Fixed-rate obligations <sup>1</sup>			
Group Inc.	<b>\$ 83,537</b>	<b>\$34,362</b>	<b>\$117,899</b>
Subsidiaries	<b>1,978</b>	<b>989</b>	<b>2,967</b>
Floating-rate obligations <sup>2</sup>			
Group Inc.	<b>19,446</b>	<b>16,168</b>	<b>35,614</b>
Subsidiaries	<b>3,144</b>	<b>1,341</b>	<b>4,485</b>
<b>Total</b>	<b>\$108,105</b>	<b>\$52,860</b>	<b>\$160,965</b>

<i>in millions</i>	As of December 2012		
	U.S. Dollar	Non-U.S. Dollar	Total
Fixed-rate obligations <sup>1</sup>			
Group Inc.	\$ 86,170	\$36,207	\$122,377
Subsidiaries	2,391	662	3,053
Floating-rate obligations <sup>2</sup>			
Group Inc.	17,075	19,227	36,302
Subsidiaries	3,719	1,854	5,573
<b>Total</b>	<b>\$109,355</b>	<b>\$57,950</b>	<b>\$167,305</b>

1. Interest rates on U.S. dollar-denominated debt ranged from 1.35% to 10.04% (with a weighted average rate of 5.19%) and 0.20% to 10.04% (with a weighted average rate of 5.48%) as of December 2013 and December 2012, respectively. Interest rates on non-U.S. dollar-denominated debt ranged from 0.33% to 13.00% (with a weighted average rate of 4.29%) and 0.10% to 14.85% (with a weighted average rate of 4.66%) as of December 2013 and December 2012, respectively.

2. Floating interest rates generally are based on LIBOR or OIS. Equity-linked and indexed instruments are included in floating-rate obligations.



**Notes to Consolidated Financial Statements**

The table below presents unsecured long-term borrowings by maturity date and reflects the following:

- unsecured long-term borrowings maturing within one year of the financial statement date and unsecured long-term borrowings that are redeemable within one year of the financial statement date at the option of the holders are excluded from the table as they are included as unsecured short-term borrowings;
- unsecured long-term borrowings that are repayable prior to maturity at the option of the firm are reflected at their contractual maturity dates; and
- unsecured long-term borrowings that are redeemable prior to maturity at the option of the holders are reflected at the dates such options become exercisable.

<i>in millions</i>	As of December 2013		
	Group Inc.	Subsidiaries	Total
2015	\$ 23,170	\$ 682	\$ 23,852
2016	21,634	220	21,854
2017	20,044	489	20,533
2018	21,843	1,263	23,106
2019 - thereafter	66,822	4,798	71,620
<b>Total</b> <sup>1</sup>	<b>\$153,513</b>	<b>\$7,452</b>	<b>\$160,965</b>

1. Includes \$7.48 billion of adjustments to the carrying value of certain unsecured long-term borrowings resulting from the application of hedge accounting by year of maturity as follows: \$301 million in 2015, \$775 million in 2016, \$999 million in 2017, \$970 million in 2018 and \$4.43 billion in 2019 and thereafter.

The firm designates certain derivatives as fair value hedges to effectively convert a substantial portion of its fixed-rate unsecured long-term borrowings which are not accounted for at fair value into floating-rate obligations. Accordingly, excluding the cumulative impact of changes in the firm's credit spreads, the carrying value of unsecured long-term borrowings approximated fair value as of December 2013 and December 2012. See Note 7 for further information about hedging activities. For unsecured long-term borrowings for which the firm did not elect the fair value option, the cumulative impact due to changes in the firm's

own credit spreads would be an increase of approximately 3% and 1% in the carrying value of total unsecured long-term borrowings as of December 2013 and December 2012, respectively. As these borrowings are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP, their fair value is not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these borrowings been included in the firm's fair value hierarchy, substantially all would have been classified in level 2 as of December 2013 and December 2012.

The table below presents unsecured long-term borrowings, after giving effect to hedging activities that converted a substantial portion of fixed-rate obligations to floating-rate obligations.

<i>in millions</i>	As of December 2013		
	Group Inc.	Subsidiaries	Total
Fixed-rate obligations			
At fair value	\$ —	\$ 471	\$ 471
At amortized cost <sup>1</sup>	31,741	1,959	33,700
Floating-rate obligations			
At fair value	8,671	2,549	11,220
At amortized cost <sup>1</sup>	113,101	2,473	115,574
<b>Total</b>	<b>\$153,513</b>	<b>\$7,452</b>	<b>\$160,965</b>

<i>in millions</i>	As of December 2012		
	Group Inc.	Subsidiaries	Total
Fixed-rate obligations			
At fair value	\$ 28	\$ 94	\$ 122
At amortized cost <sup>1</sup>	22,500	2,047	24,547
Floating-rate obligations			
At fair value	8,166	4,305	12,471
At amortized cost <sup>1</sup>	127,985	2,180	130,165
<b>Total</b>	<b>\$158,679</b>	<b>\$8,626</b>	<b>\$167,305</b>

1. The weighted average interest rates on the aggregate amounts were 2.73% (5.23% related to fixed-rate obligations and 2.04% related to floating-rate obligations) and 2.47% (5.26% related to fixed-rate obligations and 1.98% related to floating-rate obligations) as of December 2013 and December 2012, respectively. These rates exclude financial instruments accounted for at fair value under the fair value option.

**Notes to Consolidated Financial Statements****Subordinated Borrowings**

Unsecured long-term borrowings include subordinated debt and junior subordinated debt. Junior subordinated debt is junior in right of payment to other subordinated borrowings, which are junior to senior borrowings. As of both December 2013 and December 2012, subordinated debt had maturities ranging from 2015 to 2038. The table below presents subordinated borrowings.

As of December 2013			
<i>\$ in millions</i>	Par Amount	Carrying Amount	Rate <sup>1</sup>
Subordinated debt <sup>2</sup>	\$14,508	\$16,982	4.16%
Junior subordinated debt	2,835	3,760	4.79%
<b>Total subordinated borrowings</b>	<b>\$17,343</b>	<b>\$20,742</b>	<b>4.26%</b>

As of December 2012			
<i>\$ in millions</i>	Par Amount	Carrying Amount	Rate <sup>1</sup>
Subordinated debt <sup>2</sup>	\$14,409	\$17,358	4.24%
Junior subordinated debt	2,835	4,228	3.16%
<b>Total subordinated borrowings</b>	<b>\$17,244</b>	<b>\$21,586</b>	<b>4.06%</b>

1. Weighted average interest rates after giving effect to fair value hedges used to convert these fixed-rate obligations into floating-rate obligations. See Note 7 for further information about hedging activities. See below for information about interest rates on junior subordinated debt.

2. Par amount and carrying amount of subordinated debt issued by Group Inc. was \$13.94 billion and \$16.41 billion, respectively, as of December 2013, and \$13.85 billion and \$16.80 billion, respectively, as of December 2012.

**Junior Subordinated Debt**

**Junior Subordinated Debt Held by 2012 Trusts.** In 2012, the Vesey Street Investment Trust I and the Murray Street Investment Trust I (together, the 2012 Trusts) issued an aggregate of \$2.25 billion of senior guaranteed trust securities to third parties. The proceeds of that offering were used to fund purchases of \$1.75 billion of junior subordinated debt securities issued by Group Inc. that pay interest semi-annually at a fixed annual rate of 4.647% and mature on March 9, 2017, and \$500 million of junior subordinated debt securities issued by Group Inc. that pay interest semi-annually at a fixed annual rate of 4.404% and mature on September 1, 2016.

The 2012 Trusts purchased the junior subordinated debt from Goldman Sachs Capital II and Goldman Sachs Capital III (APEX Trusts). The APEX Trusts used the proceeds from such sales to purchase shares of Group Inc.'s Perpetual Non-Cumulative Preferred Stock, Series E (Series E Preferred Stock) and Perpetual Non-Cumulative Preferred Stock, Series F (Series F Preferred Stock). See Note 19 for more information about the Series E and Series F Preferred Stock.

The 2012 Trusts are required to pay distributions on their senior guaranteed trust securities in the same amounts and on the same dates that they are scheduled to receive interest on the junior subordinated debt they hold, and are required to redeem their respective senior guaranteed trust securities upon the maturity or earlier redemption of the junior subordinated debt they hold.

The firm has the right to defer payments on the junior subordinated debt, subject to limitations. During any such deferral period, the firm will not be permitted to, among other things, pay dividends on or make certain repurchases of its common or preferred stock. However, as Group Inc. fully and unconditionally guarantees the payment of the distribution and redemption amounts when due on a senior basis on the senior guaranteed trust securities issued by the 2012 Trusts, if the 2012 Trusts are unable to make scheduled distributions to the holders of the senior guaranteed trust securities, under the guarantee, Group Inc. would be obligated to make those payments. As such, the \$2.25 billion of junior subordinated debt held by the 2012 Trusts for the benefit of investors is not classified as junior subordinated debt.

The APEX Trusts and the 2012 Trusts are Delaware statutory trusts sponsored by the firm and wholly-owned finance subsidiaries of the firm for regulatory and legal purposes but are not consolidated for accounting purposes.

The firm has covenanted in favor of the holders of Group Inc.'s 6.345% Junior Subordinated Debentures due February 15, 2034, that, subject to certain exceptions, the firm will not redeem or purchase the capital securities issued by the APEX Trusts or shares of Group Inc.'s Series E or Series F Preferred Stock prior to specified dates in 2022 for a price that exceeds a maximum amount determined by reference to the net cash proceeds that the firm has received from the sale of qualifying securities.

**Notes to Consolidated Financial Statements**

**Junior Subordinated Debt Issued in Connection with Trust Preferred Securities.** Group Inc. issued \$2.84 billion of junior subordinated debentures in 2004 to Goldman Sachs Capital I (Trust), a Delaware statutory trust. The Trust issued \$2.75 billion of guaranteed preferred beneficial interests to third parties and \$85 million of common beneficial interests to Group Inc. and used the proceeds from the issuances to purchase the junior subordinated debentures from Group Inc. The Trust is a wholly-owned finance subsidiary of the firm for regulatory and legal purposes but is not consolidated for accounting purposes.

The firm pays interest semi-annually on the debentures at an annual rate of 6.345% and the debentures mature on February 15, 2034. The coupon rate and the payment dates applicable to the beneficial interests are the same as the interest rate and payment dates for the debentures. The firm has the right, from time to time, to defer payment of interest on the debentures, and therefore cause payment on the Trust's preferred beneficial interests to be deferred, in each case up to ten consecutive semi-annual periods. During any such deferral period, the firm will not be permitted to, among other things, pay dividends on or make certain repurchases of its common stock. The Trust is not permitted to pay any distributions on the common beneficial interests held by Group Inc. unless all dividends payable on the preferred beneficial interests have been paid in full.

**Note 17.****Other Liabilities and Accrued Expenses**

The table below presents other liabilities and accrued expenses by type.

<i>in millions</i>	As of December	
	2013	2012
Compensation and benefits	<b>\$ 7,874</b>	\$ 8,292
Insurance-related liabilities <sup>1</sup>	—	10,274
Noncontrolling interests <sup>2</sup>	<b>326</b>	508
Income tax-related liabilities <sup>3</sup>	<b>1,974</b>	2,724
Employee interests in consolidated funds	<b>210</b>	246
Subordinated liabilities issued by consolidated VIEs	<b>477</b>	1,360
Accrued expenses and other	<b>5,183</b>	18,991 <sup>4</sup>
<b>Total</b>	<b>\$16,044</b>	\$42,395

1. Represents liabilities for future benefits and unpaid claims carried at fair value under the fair value option related to the firm's European insurance business, in which a majority stake was sold in December 2013. See Note 3 for further information.
2. Primarily relates to consolidated investment funds.
3. See Note 24 for further information about income taxes.
4. Includes \$14.62 billion of liabilities classified as held for sale as of December 2012 related to the firm's Americas reinsurance business, in which a majority stake was sold in April 2013. See Note 12 for further information.

**Note 18.**

**Commitments, Contingencies and Guarantees**

**Commitments**

The table below presents the firm's commitments.

<i>in millions</i>	Commitment Amount by Period of Expiration as of December 2013				Total Commitments as of December	
	2014	2015- 2016	2017- 2018	2019- Thereafter	2013	2012
Commitments to extend credit						
Commercial lending:						
Investment-grade	\$ 9,735	\$16,903	\$32,960	\$ 901	\$ 60,499	\$ 53,736
Non-investment-grade	4,339	6,590	10,396	4,087	25,412	21,102
Warehouse financing	995	721	—	—	1,716	784
Total commitments to extend credit	15,069	24,214	43,356	4,988	87,627	75,622
Contingent and forward starting resale and securities borrowing agreements	34,410	—	—	—	34,410	47,599
Forward starting repurchase and secured lending agreements	8,256	—	—	—	8,256	6,144
Letters of credit <sup>1</sup>	465	21	10	5	501	789
Investment commitments	1,359	5,387	20	350	7,116	7,339
Other	3,734	102	54	65	3,955	4,624
<b>Total commitments</b>	<b>\$63,293</b>	<b>\$29,724</b>	<b>\$43,440</b>	<b>\$5,408</b>	<b>\$141,865</b>	<b>\$142,117</b>

1. Consists of commitments under letters of credit issued by various banks which the firm provides to counterparties in lieu of securities or cash to satisfy various collateral and margin deposit requirements.

**Commitments to Extend Credit**

The firm's commitments to extend credit are agreements to lend with fixed termination dates and depend on the satisfaction of all contractual conditions to borrowing. These commitments are presented net of amounts syndicated to third parties. The total commitment amount does not necessarily reflect actual future cash flows because the firm may syndicate all or substantial additional portions of these commitments. In addition, commitments can expire unused or be reduced or cancelled at the counterparty's request.

The firm generally accounts for commitments to extend credit at fair value. Losses, if any, are generally recorded, net of any fees in "Other principal transactions."

As of December 2013 and December 2012, approximately \$35.66 billion and \$16.09 billion, respectively, of the firm's lending commitments were held for investment and were accounted for on an accrual basis. The carrying value and the estimated fair value of such lending commitments were liabilities of \$132 million and \$1.02 billion, respectively, as of December 2013, and \$63 million and \$523 million,

respectively, as of December 2012. As these lending commitments are not accounted for at fair value under the fair value option or at fair value in accordance with other U.S. GAAP, their fair value is not included in the firm's fair value hierarchy in Notes 6, 7 and 8. Had these commitments been included in the firm's fair value hierarchy, they would have primarily been classified in level 3 as of December 2013 and December 2012.

**Commercial Lending.** The firm's commercial lending commitments are extended to investment-grade and non-investment-grade corporate borrowers. Commitments to investment-grade corporate borrowers are principally used for operating liquidity and general corporate purposes. The firm also extends lending commitments in connection with contingent acquisition financing and other types of corporate lending as well as commercial real estate financing. Commitments that are extended for contingent acquisition financing are often intended to be short-term in nature, as borrowers often seek to replace them with other funding sources.

**Notes to Consolidated Financial Statements**

Sumitomo Mitsui Financial Group, Inc. (SMFG) provides the firm with credit loss protection on certain approved loan commitments (primarily investment-grade commercial lending commitments). The notional amount of such loan commitments was \$29.24 billion and \$32.41 billion as of December 2013 and December 2012, respectively. The credit loss protection on loan commitments provided by SMFG is generally limited to 95% of the first loss the firm realizes on such commitments, up to a maximum of approximately \$950 million. In addition, subject to the satisfaction of certain conditions, upon the firm's request, SMFG will provide protection for 70% of additional losses on such commitments, up to a maximum of \$1.13 billion, of which \$870 million and \$300 million of protection had been provided as of December 2013 and December 2012, respectively. The firm also uses other financial instruments to mitigate credit risks related to certain commitments not covered by SMFG. These instruments primarily include credit default swaps that reference the same or similar underlying instrument or entity, or credit default swaps that reference a market index.

**Warehouse Financing.** The firm provides financing to clients who warehouse financial assets. These arrangements are secured by the warehoused assets, primarily consisting of corporate loans and commercial mortgage loans.

**Contingent and Forward Starting Resale and Securities Borrowing Agreements/Forward Starting Repurchase and Secured Lending Agreements**

The firm enters into resale and securities borrowing agreements and repurchase and secured lending agreements that settle at a future date, generally within three business days. The firm also enters into commitments to provide contingent financing to its clients and counterparties through resale agreements. The firm's funding of these commitments depends on the satisfaction of all contractual conditions to the resale agreement and these commitments can expire unused.

**Investment Commitments**

The firm's investment commitments consist of commitments to invest in private equity, real estate and other assets directly and through funds that the firm raises and manages. These commitments include \$659 million and \$872 million as of December 2013 and December 2012, respectively, related to real estate private investments and \$6.46 billion and \$6.47 billion as of December 2013 and December 2012, respectively, related to corporate and other private investments. Of these amounts, \$5.48 billion and \$6.21 billion as of December 2013 and December 2012, respectively, relate to commitments to invest in funds managed by the firm. If these commitments are called, they would be funded at market value on the date of investment.

**Leases**

The firm has contractual obligations under long-term noncancelable lease agreements, principally for office space, expiring on various dates through 2069. Certain agreements are subject to periodic escalation provisions for increases in real estate taxes and other charges. The table below presents future minimum rental payments, net of minimum sublease rentals.

<i>in millions</i>	<b>As of December 2013</b>
2014	<b>\$ 387</b>
2015	<b>340</b>
2016	<b>280</b>
2017	<b>271</b>
2018	<b>222</b>
2019 - thereafter	<b>1,195</b>
<b>Total</b>	<b>\$2,695</b>

Rent charged to operating expense was \$324 million for 2013, \$374 million for 2012 and \$475 million for 2011.

Operating leases include office space held in excess of current requirements. Rent expense relating to space held for growth is included in "Occupancy." The firm records a liability, based on the fair value of the remaining lease rentals reduced by any potential or existing sublease rentals, for leases where the firm has ceased using the space and management has concluded that the firm will not derive any future economic benefits. Costs to terminate a lease before the end of its term are recognized and measured at fair value on termination.

**Contingencies**

**Legal Proceedings.** See Note 27 for information about legal proceedings, including certain mortgage-related matters.

**Certain Mortgage-Related Contingencies.** There are multiple areas of focus by regulators, governmental agencies and others within the mortgage market that may impact originators, issuers, servicers and investors. There remains significant uncertainty surrounding the nature and extent of any potential exposure for participants in this market.

**Notes to Consolidated Financial Statements**

• **Representations and Warranties.** The firm has not been a significant originator of residential mortgage loans. The firm did purchase loans originated by others and generally received loan-level representations of the type described below from the originators. During the period 2005 through 2008, the firm sold approximately \$10 billion of loans to government-sponsored enterprises and approximately \$11 billion of loans to other third parties. In addition, the firm transferred loans to trusts and other mortgage securitization vehicles. As of December 2013 and December 2012, the outstanding balance of the loans transferred to trusts and other mortgage securitization vehicles during the period 2005 through 2008 was approximately \$29 billion and \$35 billion, respectively. These amounts reflect paydowns and cumulative losses of approximately \$96 billion (\$22 billion of which are cumulative losses) as of December 2013 and approximately \$90 billion (\$20 billion of which are cumulative losses) as of December 2012. A small number of these Goldman Sachs-issued securitizations with an outstanding principal balance of \$463 million and total paydowns and cumulative losses of \$1.60 billion (\$534 million of which are cumulative losses) as of December 2013, and an outstanding principal balance of \$540 million and total paydowns and cumulative losses of \$1.52 billion (\$508 million of which are cumulative losses) as of December 2012, were structured with credit protection obtained from monoline insurers. In connection with both sales of loans and securitizations, the firm provided loan level representations of the type described below and/or assigned the loan level representations from the party from whom the firm purchased the loans.

The loan level representations made in connection with the sale or securitization of mortgage loans varied among transactions but were generally detailed representations applicable to each loan in the portfolio and addressed matters relating to the property, the borrower and the note. These representations generally included, but were not limited to, the following: (i) certain attributes of the borrower's financial status; (ii) loan-to-value ratios, owner occupancy status and certain other characteristics of the property; (iii) the lien position; (iv) the fact that the loan was originated in compliance with law; and (v) completeness of the loan documentation.

The firm has received repurchase claims for residential mortgage loans based on alleged breaches of representations from government-sponsored enterprises, other third parties, trusts and other mortgage securitization vehicles, which have not been significant. During the years ended December 2013 and December 2012, the firm repurchased loans with an unpaid principal balance of less than \$10 million. The loss related to the repurchase of these loans was not material for 2013 or 2012. The firm has received a communication from counsel purporting to represent certain institutional investors in portions of Goldman Sachs-issued securitizations between 2003 and 2007, such securitizations having a total original notional face amount of approximately \$150 billion, offering to enter into a "settlement dialogue" with respect to alleged breaches of representations made by Goldman Sachs in connection with such offerings.

Ultimately, the firm's exposure to claims for repurchase of residential mortgage loans based on alleged breaches of representations will depend on a number of factors including the following: (i) the extent to which these claims are actually made within the statute of limitations taking into consideration the agreements to toll the statute of limitations the firm has entered into with trustees representing trusts; (ii) the extent to which there are underlying breaches of representations that give rise to valid claims for repurchase; (iii) in the case of loans originated by others, the extent to which the firm could be held liable and, if it is, the firm's ability to pursue and collect on any claims against the parties who made representations to the firm; (iv) macroeconomic factors, including developments in the residential real estate market; and (v) legal and regulatory developments. See Note 27 for more information about the agreements the firm has entered into to toll the statute of limitations.

Based upon the large number of defaults in residential mortgages, including those sold or securitized by the firm, there is a potential for increasing claims for repurchases. However, the firm is not in a position to make a meaningful estimate of that exposure at this time.

**Notes to Consolidated Financial Statements**

- **Foreclosure and Other Mortgage Loan Servicing Practices and Procedures.** The firm had received a number of requests for information from regulators and other agencies, including state attorneys general and banking regulators, as part of an industry-wide focus on the practices of lenders and servicers in connection with foreclosure proceedings and other aspects of mortgage loan servicing practices and procedures. The requests sought information about the foreclosure and servicing protocols and activities of Litton, a residential mortgage servicing subsidiary sold by the firm to Ocwen Financial Corporation (Ocwen) in the third quarter of 2011. The firm is cooperating with the requests and these inquiries may result in the imposition of fines or other regulatory action.

In connection with the sale of Litton, the firm provided customary representations and warranties, and indemnities for breaches of these representations and warranties, to Ocwen. These indemnities are subject to various limitations, and are capped at approximately \$50 million. The firm has not yet received any claims under these indemnities. The firm also agreed to provide specific indemnities to Ocwen related to claims made by third parties with respect to servicing activities during the period that Litton was owned by the firm and which are in excess of the related reserves accrued for such matters by Litton at the time of the sale. These indemnities are capped at approximately \$125 million. The firm has recorded a reserve for the portion of these potential losses that it believes is probable and can be reasonably estimated. As of December 2013, claims under these indemnities, and payments made in connection with these claims, were not material to the firm.

The firm further agreed to provide indemnities to Ocwen not subject to a cap, which primarily relate to potential liabilities constituting fines or civil monetary penalties which could be imposed in settlements with certain terms with U.S. states' attorneys general or in consent orders with certain terms with the Federal Reserve, the Office of Thrift Supervision, the Office of the Comptroller of the Currency, the FDIC or the New York State Department of Financial Services, in each case relating to Litton's foreclosure and servicing practices while it was owned by the firm. The firm has entered into a settlement with the Board of Governors of the Federal Reserve System (Federal Reserve Board) relating to foreclosure and servicing matters as described below.

Under the Litton sale agreement the firm also retained liabilities associated with claims related to Litton's failure to maintain lender-placed mortgage insurance, obligations to repurchase certain loans from government-sponsored enterprises, subpoenas from one of Litton's regulators, and fines or civil penalties imposed by the Federal Reserve or the New York State Department of Financial Services in connection with certain compliance matters. Management is unable to develop an estimate of the maximum potential amount of future payments under these indemnities because the firm has received no claims under these indemnities other than an immaterial amount with respect to government-sponsored enterprises. However, management does not believe, based on currently available information, that any payments under these indemnities will have a material adverse effect on the firm's financial condition.

On September 1, 2011, Group Inc. and GS Bank USA entered into a Consent Order (the Order) with the Federal Reserve Board relating to the servicing of residential mortgage loans. The terms of the Order were substantially similar and, in many respects, identical to the orders entered into with the Federal Reserve Board by other large U.S. financial institutions. The Order set forth various allegations of improper conduct in servicing by Litton, requires that Group Inc. and GS Bank USA cease and desist such conduct, and required that Group Inc. and GS Bank USA, and their boards of directors, take various affirmative steps. The Order required (i) Group Inc. and GS Bank USA to engage a third-party consultant to conduct a review of certain foreclosure actions or proceedings that occurred or were pending between January 1, 2009 and December 31, 2010; (ii) the adoption of policies and procedures related to management of third parties used to outsource residential mortgage servicing, loss mitigation or foreclosure; (iii) a "validation report" from an independent third-party consultant regarding compliance with the Order for the first year; and (iv) submission of quarterly progress reports as to compliance with the Order by the boards of directors (or committees thereof) of Group Inc. and GS Bank USA.

**Notes to Consolidated Financial Statements**

In February 2013, Group Inc. and GS Bank USA entered into a settlement with the Federal Reserve Board relating to the servicing of residential mortgage loans and foreclosure processing. This settlement amends the Order which is described above, provides for the termination of the independent foreclosure review under the Order and calls for Group Inc. and GS Bank USA collectively to: (i) make cash payments into a settlement fund for distribution to eligible borrowers; and (ii) provide other assistance for foreclosure prevention and loss mitigation through January 2015. The other provisions of the Order will remain in effect.

**Guarantees**

The firm enters into various derivatives that meet the definition of a guarantee under U.S. GAAP, including written equity and commodity put options, written currency contracts and interest rate caps, floors and swaptions. Disclosures about derivatives are not required if they may be cash settled and the firm has no basis to conclude it is probable that the counterparties held the underlying instruments at inception of the contract. The firm has concluded that these conditions have been met for certain large, internationally active commercial and investment bank counterparties, central clearing counterparties and certain other counterparties. Accordingly, the firm has not included such contracts in the table below.

The firm, in its capacity as an agency lender, indemnifies most of its securities lending customers against losses incurred in the event that borrowers do not return securities and the collateral held is insufficient to cover the market value of the securities borrowed.

In the ordinary course of business, the firm provides other financial guarantees of the obligations of third parties (e.g., standby letters of credit and other guarantees to enable clients to complete transactions and fund-related guarantees). These guarantees represent obligations to make payments to beneficiaries if the guaranteed party fails to fulfill its obligation under a contractual arrangement with that beneficiary.

The table below presents certain information about derivatives that meet the definition of a guarantee and certain other guarantees. The maximum payout in the table below is based on the notional amount of the contract and therefore does not represent anticipated losses. See Note 7 for further information about credit derivatives that meet the definition of a guarantee which are not included below.

Because derivatives are accounted for at fair value, the carrying value is considered the best indication of payment/performance risk for individual contracts. However, the carrying values below exclude the effect of a legal right of setoff that may exist under an enforceable netting agreement and the effect of netting of collateral posted under enforceable credit support agreements.

	As of December 2013					
	Carrying Value of Net Liability	Maximum Payout/Notional Amount by Period of Expiration				Total
		2014	2015-2016	2017-2018	2019-Thereafter	
<i>in millions</i>						
Derivatives <sup>1</sup>	\$7,634	\$517,634	\$180,543	\$39,367	\$57,736	\$795,280
Securities lending indemnifications <sup>2</sup>	—	26,384	—	—	—	26,384
Other financial guarantees <sup>3</sup>	213	1,361	620	1,140	1,046	4,167

1. These derivatives are risk managed together with derivatives that do not meet the definition of a guarantee, and therefore these amounts do not reflect the firm's overall risk related to its derivative activities. As of December 2012, the carrying value of the net liability and the notional amount related to derivative guarantees were \$8.58 billion and \$663.15 billion, respectively.

2. Collateral held by the lenders in connection with securities lending indemnifications was \$27.14 billion as of December 2013. Because the contractual nature of these arrangements requires the firm to obtain collateral with a market value that exceeds the value of the securities lent to the borrower, there is minimal performance risk associated with these guarantees. As of December 2012, the maximum payout and collateral held related to securities lending indemnifications were \$27.12 billion and \$27.89 billion, respectively.

3. Other financial guarantees excludes certain commitments to issue standby letters of credit that are included in "Commitments to extend credit." See table in "Commitments" above for a summary of the firm's commitments. As of December 2012, the carrying value of the net liability and the maximum payout related to other financial guarantees were \$152 million and \$3.48 billion, respectively.



**Notes to Consolidated Financial Statements**

**Guarantees of Securities Issued by Trusts.** The firm has established trusts, including Goldman Sachs Capital I, the APEX Trusts, the 2012 Trusts, and other entities for the limited purpose of issuing securities to third parties, lending the proceeds to the firm and entering into contractual arrangements with the firm and third parties related to this purpose. The firm does not consolidate these entities. See Note 16 for further information about the transactions involving Goldman Sachs Capital I, the APEX Trusts, and the 2012 Trusts.

The firm effectively provides for the full and unconditional guarantee of the securities issued by these entities. Timely payment by the firm of amounts due to these entities under the guarantee, borrowing, preferred stock and related contractual arrangements will be sufficient to cover payments due on the securities issued by these entities.

Management believes that it is unlikely that any circumstances will occur, such as nonperformance on the part of paying agents or other service providers, that would make it necessary for the firm to make payments related to these entities other than those required under the terms of the guarantee, borrowing, preferred stock and related contractual arrangements and in connection with certain expenses incurred by these entities.

**Indemnities and Guarantees of Service Providers.** In the ordinary course of business, the firm indemnifies and guarantees certain service providers, such as clearing and custody agents, trustees and administrators, against specified potential losses in connection with their acting as an agent of, or providing services to, the firm or its affiliates.

The firm may also be liable to some clients for losses caused by acts or omissions of third-party service providers, including sub-custodians and third-party brokers. In addition, the firm is a member of payment, clearing and settlement networks as well as securities exchanges around the world that may require the firm to meet the obligations of such networks and exchanges in the event of member defaults.

In connection with its prime brokerage and clearing businesses, the firm agrees to clear and settle on behalf of its clients the transactions entered into by them with other brokerage firms. The firm's obligations in respect of such transactions are secured by the assets in the client's account as well as any proceeds received from the transactions cleared and settled by the firm on behalf of the client. In connection with joint venture investments, the firm may issue loan guarantees under which it may be liable in the event of fraud, misappropriation, environmental liabilities and certain other matters involving the borrower.

The firm is unable to develop an estimate of the maximum payout under these guarantees and indemnifications. However, management believes that it is unlikely the firm will have to make any material payments under these arrangements, and no material liabilities related to these guarantees and indemnifications have been recognized in the consolidated statements of financial condition as of December 2013 and December 2012.

**Other Representations, Warranties and Indemnifications.**

The firm provides representations and warranties to counterparties in connection with a variety of commercial transactions and occasionally indemnifies them against potential losses caused by the breach of those representations and warranties. The firm may also provide indemnifications protecting against changes in or adverse application of certain U.S. tax laws in connection with ordinary-course transactions such as securities issuances, borrowings or derivatives.

In addition, the firm may provide indemnifications to some counterparties to protect them in the event additional taxes are owed or payments are withheld, due either to a change in or an adverse application of certain non-U.S. tax laws.

These indemnifications generally are standard contractual terms and are entered into in the ordinary course of business. Generally, there are no stated or notional amounts included in these indemnifications, and the contingencies triggering the obligation to indemnify are not expected to occur. The firm is unable to develop an estimate of the maximum payout under these guarantees and indemnifications. However, management believes that it is unlikely the firm will have to make any material payments under these arrangements, and no material liabilities related to these arrangements have been recognized in the consolidated statements of financial condition as of December 2013 or December 2012.

**Notes to Consolidated Financial Statements**

**Guarantees of Subsidiaries.** Group Inc. fully and unconditionally guarantees the securities issued by GS Finance Corp., a wholly-owned finance subsidiary of the firm.

Group Inc. has guaranteed the payment obligations of Goldman, Sachs & Co. (GS&Co.), GS Bank USA and Goldman Sachs Execution & Clearing, L.P. (GSEC), subject to certain exceptions.

In November 2008, the firm contributed subsidiaries into GS Bank USA, and Group Inc. agreed to guarantee the reimbursement of certain losses, including credit-related losses, relating to assets held by the contributed entities. In connection with this guarantee, Group Inc. also agreed to pledge to GS Bank USA certain collateral, including interests in subsidiaries and other illiquid assets.

In addition, Group Inc. guarantees many of the obligations of its other consolidated subsidiaries on a transaction-by-transaction basis, as negotiated with counterparties. Group Inc. is unable to develop an estimate of the maximum payout under its subsidiary guarantees; however, because these guaranteed obligations are also obligations of consolidated subsidiaries, Group Inc.'s liabilities as guarantor are not separately disclosed.

**Note 19.****Shareholders' Equity****Common Equity**

Dividends declared per common share were \$2.05 in 2013, \$1.77 in 2012 and \$1.40 in 2011. On January 15, 2014, Group Inc. declared a dividend of \$0.55 per common share to be paid on March 28, 2014 to common shareholders of record on February 28, 2014.

The firm's share repurchase program is intended to help maintain the appropriate level of common equity. The repurchase program is effected primarily through regular open-market purchases, the amounts and timing of which are determined primarily by the firm's current and projected capital positions (i.e., comparisons of the firm's desired level and composition of capital to its actual level and composition of capital), but which may also be influenced by general market conditions and the prevailing price and trading volumes of the firm's common stock. Any repurchase of the firm's common stock requires approval by the Federal Reserve Board.

During 2013, 2012 and 2011, the firm repurchased 39.3 million, 42.0 million and 47.0 million shares of its common stock at an average cost per share of \$157.11, \$110.31 and \$128.33, for a total cost of \$6.17 billion, \$4.64 billion and \$6.04 billion, respectively, under the share repurchase program. In addition, pursuant to the terms of certain share-based compensation plans, employees may remit shares to the firm or the firm may cancel restricted stock units (RSUs) to satisfy minimum statutory employee tax withholding requirements. Under these plans, during 2013, 2012 and 2011, employees remitted 161,211 shares, 33,477 shares and 75,517 shares with a total value of \$25 million, \$3 million and \$12 million, and the firm cancelled 4.0 million, 12.7 million and 12.0 million of RSUs with a total value of \$599 million, \$1.44 billion and \$1.91 billion, respectively.

On October 1, 2013, Berkshire Hathaway Inc. and certain of its subsidiaries (collectively, Berkshire Hathaway) exercised in full a warrant to purchase shares of the firm's common stock. The warrant, as amended in March 2013, required net share settlement, and the firm delivered 13.1 million shares of common stock to Berkshire Hathaway on October 4, 2013. The number of shares delivered represented the value of the difference between the average closing price of the firm's common stock over the 10 trading days preceding October 1, 2013 and the exercise price of \$115.00 multiplied by the number of shares of common stock (43.5 million) covered by the warrant.

**Notes to Consolidated Financial Statements****Preferred Equity**

The table below presents perpetual preferred stock issued and outstanding as of December 2013.

Series	Shares Authorized	Shares Issued	Shares Outstanding	Dividend Rate	Redemption Value (in millions)
A	50,000	30,000	29,999	3 month LIBOR + 0.75%, with floor of 3.75% per annum	\$ 750
B	50,000	32,000	32,000	6.20% per annum	800
C	25,000	8,000	8,000	3 month LIBOR + 0.75%, with floor of 4.00% per annum	200
D	60,000	54,000	53,999	3 month LIBOR + 0.67%, with floor of 4.00% per annum	1,350
E	17,500	17,500	17,500	3 month LIBOR + 0.77%, with floor of 4.00% per annum	1,750
F	5,000	5,000	5,000	3 month LIBOR + 0.77%, with floor of 4.00% per annum	500
I	34,500	34,000	34,000	5.95% per annum	850
J	46,000	40,000	40,000	5.50% per annum to, but excluding, May 10, 2023; 3 month LIBOR + 3.64% per annum thereafter	1,000
<b>Total</b>	<b>288,000</b>	<b>220,500</b>	<b>220,498</b>		<b>\$7,200</b>

Each share of non-cumulative Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock issued and outstanding has a par value of \$0.01, has a liquidation preference of \$25,000, is represented by 1,000 depositary shares and is redeemable at the firm's option at a redemption price equal to \$25,000 plus declared and unpaid dividends.

Each share of non-cumulative Series E and Series F Preferred Stock issued and outstanding has a par value of \$0.01, has a liquidation preference of \$100,000 and is redeemable at the option of the firm at any time, subject to certain covenant restrictions governing the firm's ability to redeem or purchase the preferred stock without issuing common stock or other instruments with equity-like characteristics, at a redemption price equal to \$100,000 plus declared and unpaid dividends. See Note 16 for further information about the replacement capital covenants applicable to the Series E and Series F Preferred Stock.

Each share of non-cumulative Series I Preferred Stock issued and outstanding has a par value of \$0.01, has a liquidation preference of \$25,000, is represented by 1,000 depositary shares and is redeemable at the firm's option beginning November 10, 2017 at a redemption price equal to \$25,000 plus accrued and unpaid dividends.

On April 25, 2013, Group Inc. issued 40,000 shares of perpetual 5.50% Fixed-to-Floating Rate Non-Cumulative Preferred Stock, Series J, par value \$0.01 per share (Series J Preferred Stock), out of a total of 46,000 shares of Series J Preferred Stock authorized for issuance. Each share of Series J Preferred Stock issued and outstanding has a liquidation preference of \$25,000, is represented by 1,000 depositary shares and is redeemable at the firm's option beginning May 10, 2023 at a redemption price equal to \$25,000 plus accrued and unpaid dividends.

Any redemption of preferred stock by the firm requires the approval of the Federal Reserve Board. All series of preferred stock are pari passu and have a preference over the firm's common stock on liquidation. Dividends on each series of preferred stock, if declared, are payable quarterly in arrears. The firm's ability to declare or pay dividends on, or purchase, redeem or otherwise acquire, its common stock is subject to certain restrictions in the event that the firm fails to pay or set aside full dividends on the preferred stock for the latest completed dividend period.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

The tables below present preferred dividends declared on preferred stock.

	Year Ended December	
	2013	
	<i>per share</i>	<i>in millions</i>
Series A	\$ 947.92	\$ 28
Series B	1,550.00	50
Series C	1,011.11	8
Series D	1,011.11	54
Series E	4,044.44	71
Series F	4,044.44	20
Series I	1,553.63	53
Series J	744.79	30
<b>Total</b>		<b>\$314</b>

	Year Ended December	
	2012	
	<i>per share</i>	<i>in millions</i>
Series A	\$ 960.94	\$ 29
Series B	1,550.00	50
Series C	1,025.01	8
Series D	1,025.01	55
Series E	2,055.56	36
Series F	1,000.00	5
<b>Total</b>		<b>\$183</b>

	Year Ended December	
	2011	
	<i>per share</i>	<i>in millions</i>
Series A	\$ 950.51	\$ 28
Series B	1,550.00	50
Series C	1,013.90	8
Series D	1,013.90	55
Series G <sup>1</sup>	2,500.00	125
<b>Total</b>		<b>\$266</b>

1. Excludes preferred dividends related to the redemption of the firm's Series G Preferred Stock.

**Accumulated Other Comprehensive Income/(Loss)**  
The tables below present accumulated other comprehensive income/(loss), net of tax by type.

	As of December 2013		
	Balance, beginning of year	Other comprehensive income/(loss) adjustments, net of tax	
		Balance, end of year	
<i>in millions</i>			
Currency translation	\$(314)	\$ (50)	\$(364)
Pension and postretirement liabilities	(206)	38	(168)
Available-for-sale securities	327	(327)	—
Cash flow hedges	—	8	8
<b>Accumulated comprehensive income/(loss), net of tax</b>	<b>\$(193)</b>	<b>\$(331)</b>	<b>\$(524)</b>

	As of December 2012		
	Balance, beginning of year	Other comprehensive income/(loss) adjustments, net of tax	
		Balance, end of year	
<i>in millions</i>			
Currency translation	\$(225)	\$ (89)	\$(314)
Pension and postretirement liabilities	(374)	168	(206)
Available-for-sale securities	83	244	327 <sup>1</sup>
<b>Accumulated comprehensive income/(loss), net of tax</b>	<b>\$(516)</b>	<b>\$ 323</b>	<b>\$(193)</b>

1. As of December 2012, substantially all consisted of net unrealized gains on securities held by the firm's Americas reinsurance business, in which a majority stake was sold in April 2013. See Note 12 for further information about this sale.

**Notes to Consolidated Financial Statements****Note 20.****Regulation and Capital Adequacy**

The Federal Reserve Board is the primary regulator of Group Inc., a bank holding company under the Bank Holding Company Act of 1956 (BHC Act) and a financial holding company under amendments to the BHC Act effected by the U.S. Gramm-Leach-Bliley Act of 1999. As a bank holding company, the firm is subject to consolidated risk-based regulatory capital requirements. These requirements are computed in accordance with the Federal Reserve Board's risk-based capital regulations which, as of December 2013, were based on the Basel I Capital Accord of the Basel Committee and also reflected the Federal Reserve Board's revised market risk regulatory capital requirements which became effective on January 1, 2013. These capital requirements are expressed as capital ratios that compare measures of capital to risk-weighted assets (RWAs). The capital regulations also include requirements with respect to leverage. The firm's capital levels are also subject to qualitative judgments by its regulators about components of capital, risk weightings and other factors. Beginning January 1, 2014, the Federal Reserve Board implemented revised consolidated regulatory capital and leverage requirements discussed below.

The firm's U.S. bank depository institution subsidiary, GS Bank USA, is subject to similar capital and leverage regulations. Under the Federal Reserve Board's capital adequacy requirements and the regulatory framework for prompt corrective action, the firm and GS Bank USA must meet specific capital requirements. The firm's and GS Bank USA's capital levels, as well as GS Bank USA's prompt corrective action classification, are also subject to qualitative judgments by the regulators about components of capital, risk weightings and other factors.

Many of the firm's subsidiaries, including GS&Co. and the firm's other broker-dealer subsidiaries, are subject to separate regulation and capital requirements as described below.

**Group Inc.**

As of December 2013, Federal Reserve Board regulations required bank holding companies to maintain a minimum Tier 1 capital ratio of 4% and a minimum Total capital ratio of 8%. The required minimum Tier 1 capital ratio and Total capital ratio in order to meet the quantitative requirements for being a "well-capitalized" bank holding company under the Federal Reserve Board guidelines are 6% and 10%, respectively. Bank holding companies may be expected to maintain ratios well above the minimum levels, depending on their particular condition, risk profile and growth plans. As of December 2013, the minimum Tier 1 leverage ratio was 3% for bank holding companies that had received the highest supervisory rating under Federal Reserve Board guidelines or that had implemented the Federal Reserve Board's risk-based capital measure for market risk. Beginning January 1, 2014, all bank holding companies became subject to a minimum Tier 1 leverage ratio of 4%.

Tier 1 leverage ratio is defined as Tier 1 capital divided by average adjusted total assets (which includes adjustments for goodwill and identifiable intangible assets, and the carrying value of certain equity investments in nonconsolidated entities that are subject to deduction from Tier 1 capital).

RWAs under the Federal Reserve Board's risk-based capital requirements are calculated based on measures of credit risk and market risk. Credit risk requirements for on-balance-sheet assets are generally based on the balance sheet value. For off-balance-sheet exposures, including OTC derivatives, commitments and guarantees, a credit equivalent amount is calculated based on the notional amount of each trade and, to the extent applicable, positive net exposure. All such assets and exposures are then assigned a risk weight depending on, among other things, whether the counterparty is a sovereign, bank or a qualifying securities firm or other entity (or if collateral is held, depending on the nature of the collateral).

As of December 2012, RWAs for market risk were determined by reference to the firm's Value-at-Risk (VaR) model, supplemented by the standardized measurement method used to determine RWAs for specific risk for certain positions. Under the Federal Reserve Board's revised market risk regulatory capital requirements, which became effective on January 1, 2013, RWAs for market risk are determined using VaR, stressed VaR, incremental risk, comprehensive risk and a standardized measurement method for specific risk.

**Notes to Consolidated Financial Statements**

The table below presents information regarding Group Inc.'s regulatory capital ratios and Tier 1 leverage ratio under Basel I, as implemented by the Federal Reserve Board. The information as of December 2013 reflects the revised market risk regulatory capital requirements. These changes resulted in increased regulatory capital requirements for market risk. The information as of December 2012 is prior to the implementation of these revised market risk regulatory capital requirements.

<i>\$ in millions</i>	As of December	
	2013	2012
Tier 1 capital	<b>\$ 72,471</b>	\$ 66,977
Tier 2 capital	<b>\$ 13,632</b>	\$ 13,429
Total capital	<b>\$ 86,103</b>	\$ 80,406
Risk-weighted assets	<b>\$433,226</b>	\$399,928
Tier 1 capital ratio	<b>16.7%</b>	16.7%
Total capital ratio	<b>19.9%</b>	20.1%
Tier 1 leverage ratio	<b>8.1%</b>	7.3%

**Revised Capital Framework**

The U.S. federal bank regulatory agencies (Agencies) have approved revised risk-based capital and leverage ratio regulations establishing a new comprehensive capital framework for U.S. banking organizations (Revised Capital Framework). These regulations are largely based on the Basel Committee's December 2010 final capital framework for strengthening international capital standards (Basel III) and also implement certain provisions of the Dodd-Frank Act.

Under the Revised Capital Framework, Group Inc. is an "Advanced approach" banking organization. Below are the aspects of the rules that are most relevant to the firm, as an Advanced approach banking organization.

**Definition of Capital and Capital Ratios.** The Revised Capital Framework introduced changes to the definition of regulatory capital, which, subject to transitional provisions, became effective across the firm's regulatory capital and leverage ratios on January 1, 2014. These changes include the introduction of a new capital measure called Common Equity Tier 1 (CET1), and the related regulatory capital ratio of CET1 to RWAs (CET1 ratio). In addition, the definition of Tier 1 capital has been narrowed to include only CET1 and instruments such as perpetual non-cumulative preferred stock, which meet certain criteria.

Certain aspects of the revised requirements phase in over time. These include increases in the minimum capital ratio requirements and the introduction of new capital buffers and certain deductions from regulatory capital (such as investments in nonconsolidated financial institutions). In addition, junior subordinated debt issued to trusts is being phased out of regulatory capital.

The minimum CET1 ratio is 4.0% as of January 1, 2014 and will increase to 4.5% on January 1, 2015. The minimum Tier 1 capital ratio increased from 4.0% to 5.5% on January 1, 2014 and will increase to 6.0% beginning January 1, 2015. The minimum Total capital ratio remains unchanged at 8.0%. These minimum ratios will be supplemented by a new capital conservation buffer that phases in, beginning January 1, 2016, in increments of 0.625% per year until it reaches 2.5% on January 1, 2019. The Revised Capital Framework also introduces a new counter-cyclical capital buffer, to be imposed in the event that national supervisors deem it necessary in order to counteract excessive credit growth.

**Risk-Weighted Assets.** In February 2014, the Federal Reserve Board informed us that we have completed a satisfactory "parallel run," as required of Advanced approach banking organizations under the Revised Capital Framework, and therefore changes to RWAs will take effect beginning with the second quarter of 2014. Accordingly, the calculation of RWAs in future quarters will be based on the following methodologies:

- During the first quarter of 2014 — the Basel I risk-based capital framework adjusted for certain items related to existing capital deductions and the phase-in of new capital deductions (Basel I Adjusted);
- During the remaining quarters of 2014 — the higher of RWAs computed under the Basel III Advanced approach or the Basel I Adjusted calculation; and
- Beginning in the first quarter of 2015 — the higher of RWAs computed under the Basel III Advanced or Standardized approach.

**Notes to Consolidated Financial Statements**

The primary difference between the Standardized approach and the Basel III Advanced approach is that the Standardized approach utilizes prescribed risk-weightings and does not contemplate the use of internal models to compute exposure for credit risk on derivatives and securities financing transactions, whereas the Basel III Advanced approach permits the use of such models, subject to supervisory approval. In addition, RWAs under the Standardized approach depend largely on the type of counterparty (e.g., whether the counterparty is a sovereign, bank, broker-dealer or other entity), rather than on assessments of each counterparty's creditworthiness. Furthermore, the Standardized approach does not include a capital requirement for operational risk. RWAs for market risk under both the Standardized and Basel III Advanced approaches are based on the Federal Reserve Board's revised market risk regulatory capital requirements described above.

**Regulatory Leverage Ratios.** The Revised Capital Framework increased the minimum Tier 1 leverage ratio applicable to the firm from 3% to 4% effective January 1, 2014.

In addition, the Revised Capital Framework will introduce a new Tier 1 supplementary leverage ratio (supplementary leverage ratio) for Advanced approach banking organizations, which compares Tier 1 capital (as defined under the Revised Capital Framework) to a measure of leverage exposure (defined as the sum of the firm's assets less certain CET1 deductions plus certain off-balance-sheet exposures). Effective January 1, 2018, the minimum supplementary leverage ratio requirement will be 3%; however, disclosure will be required beginning in the first quarter of 2015. While a definition of the leverage exposure measure was set out in the Revised Capital Framework, this measure and/or the minimum requirement applicable may be amended by the regulatory authorities prior to the January 2018 effective date.

**Global Systemically Important Banking Institutions (G-SIBs)**

The Basel Committee has updated its methodology for assessing the global systemic importance of banking institutions and determining the range of additional CET1 that should be maintained by those deemed to be G-SIBs. The required amount of additional CET1 for these institutions will initially range from 1% to 2.5% and could be higher in the future for a banking institution that increases its systemic footprint (e.g., by increasing total assets). In November 2013, the Financial Stability Board (established at the direction of the leaders of the Group of 20) indicated that the firm, based on its 2012 financial data, would be required to hold an additional 1.5% of CET1 as a G-SIB. The final determination of the amount of additional CET1 that the firm will be required to hold will initially be based on the firm's 2013 financial data and the manner and timing of the U.S. banking regulators' implementation of the Basel Committee's methodology. The Basel Committee indicated that G-SIBs will be required to meet the capital surcharges on a phased-in basis beginning in 2016 through 2019.

**Bank Subsidiaries**

GS Bank USA, an FDIC-insured, New York State-chartered bank and a member of the Federal Reserve System, is supervised and regulated by the Federal Reserve Board, the FDIC, the New York State Department of Financial Services and the Consumer Financial Protection Bureau, and is subject to minimum capital requirements (described below) that are calculated in a manner similar to those applicable to bank holding companies. For purposes of assessing the adequacy of its capital, GS Bank USA computes its risk-based capital ratios in accordance with the regulatory capital requirements applicable to state member banks, which, as of December 2013, were based on Basel I and also reflected the revised market risk regulatory capital requirements as implemented by the Federal Reserve Board. Beginning January 1, 2014, the Federal Reserve Board implemented the Revised Capital Framework discussed above.

**Notes to Consolidated Financial Statements**

Under the regulatory framework for prompt corrective action applicable to GS Bank USA, in order to meet the quantitative requirements for being a “well-capitalized” depository institution, GS Bank USA is required to maintain a Tier 1 capital ratio of at least 6%, a Total capital ratio of at least 10% and a Tier 1 leverage ratio of at least 5%. GS Bank USA agreed with the Federal Reserve Board to maintain minimum capital ratios in excess of these “well-capitalized” levels. Accordingly, for a period of time, GS Bank USA is expected to maintain a Tier 1 capital ratio of at least 8%, a Total capital ratio of at least 11% and a Tier 1 leverage ratio of at least 6%. As noted in the table below, GS Bank USA was in compliance with these minimum capital requirements as of December 2013 and December 2012.

The table below presents information regarding GS Bank USA’s regulatory capital ratios under Basel I, as implemented by the Federal Reserve Board. The information as of December 2013 reflects the revised market risk regulatory capital requirements, which became effective on January 1, 2013. These changes resulted in increased regulatory capital requirements for market risk. The information as of December 2012 is prior to the implementation of these revised market risk regulatory capital requirements.

<i>\$ in millions</i>	As of December	
	2013	2012
Tier 1 capital	<b>\$ 20,086</b>	\$ 20,704
Tier 2 capital	<b>\$ 116</b>	\$ 39
Total capital	<b>\$ 20,202</b>	\$ 20,743
Risk-weighted assets	<b>\$134,935</b>	\$109,669
Tier 1 capital ratio	<b>14.9%</b>	18.9%
Total capital ratio	<b>15.0%</b>	18.9%
Tier 1 leverage ratio	<b>16.9%</b>	17.6%

The Revised Capital Framework described above is also applicable to GS Bank USA, which is an Advanced approach banking organization under this framework. GS Bank USA has also been informed by the Federal Reserve Board that it has completed a satisfactory parallel run, as required of Advanced approach banking organizations under the Revised Capital Framework, and therefore changes to its calculations of RWAs will take effect beginning with the second quarter of 2014. Under the Revised Capital Framework, as of January 1, 2014, GS

Bank USA became subject to a new minimum CET1 ratio requirement of 4%, increasing to 4.5% in 2015. In addition, the Revised Capital Framework changes the standards for “well-capitalized” status under prompt corrective action regulations beginning January 1, 2015 by, among other things, introducing a CET1 ratio requirement of 6.5% and increasing the Tier 1 capital ratio requirement from 6% to 8%. In addition, commencing January 1, 2018, Advanced approach banking organizations must have a supplementary leverage ratio of 3% or greater.

The Basel Committee published its final guidelines for calculating incremental capital requirements for domestic systemically important banking institutions (D-SIBs). These guidelines are complementary to the framework outlined above for G-SIBs. The impact of these guidelines on the regulatory capital requirements of GS Bank USA will depend on how they are implemented by the banking regulators in the United States.

The deposits of GS Bank USA are insured by the FDIC to the extent provided by law. The Federal Reserve Board requires depository institutions to maintain cash reserves with a Federal Reserve Bank. The amount deposited by the firm’s depository institution held at the Federal Reserve Bank was approximately \$50.39 billion and \$58.67 billion as of December 2013 and December 2012, respectively, which exceeded required reserve amounts by \$50.29 billion and \$58.59 billion as of December 2013 and December 2012, respectively.

Transactions between GS Bank USA and its subsidiaries and Group Inc. and its subsidiaries and affiliates (other than, generally, subsidiaries of GS Bank USA) are regulated by the Federal Reserve Board. These regulations generally limit the types and amounts of transactions (including credit extensions from GS Bank USA) that may take place and generally require those transactions to be on market terms or better to GS Bank USA.

The firm’s principal non-U.S. bank subsidiary, GSIB, is a wholly-owned credit institution, regulated by the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA) and is subject to minimum capital requirements. As of December 2013 and December 2012, GSIB was in compliance with all regulatory capital requirements.



**Notes to Consolidated Financial Statements****Broker-Dealer Subsidiaries**

The firm's U.S. regulated broker-dealer subsidiaries include GS&Co. and GSEC. GS&Co. and GSEC are registered U.S. broker-dealers and futures commission merchants, and are subject to regulatory capital requirements, including those imposed by the SEC, the U.S. Commodity Futures Trading Commission (CFTC), the Chicago Mercantile Exchange, the Financial Industry Regulatory Authority, Inc. (FINRA) and the National Futures Association. Rule 15c3-1 of the SEC and Rule 1.17 of the CFTC specify uniform minimum net capital requirements, as defined, for their registrants, and also effectively require that a significant part of the registrants' assets be kept in relatively liquid form. GS&Co. and GSEC have elected to compute their minimum capital requirements in accordance with the "Alternative Net Capital Requirement" as permitted by Rule 15c3-1.

As of December 2013 and December 2012, GS&Co. had regulatory net capital, as defined by Rule 15c3-1, of \$15.81 billion and \$14.12 billion, respectively, which exceeded the amount required by \$13.76 billion and \$12.42 billion, respectively. As of December 2013 and December 2012, GSEC had regulatory net capital, as defined by Rule 15c3-1, of \$1.38 billion and \$2.02 billion, respectively, which exceeded the amount required by \$1.21 billion and \$1.92 billion, respectively.

In addition to its alternative minimum net capital requirements, GS&Co. is also required to hold tentative net capital in excess of \$1 billion and net capital in excess of \$500 million in accordance with the market and credit risk standards of Appendix E of Rule 15c3-1. GS&Co. is also required to notify the SEC in the event that its tentative net capital is less than \$5 billion. As of December 2013 and December 2012, GS&Co. had tentative net capital and net capital in excess of both the minimum and the notification requirements.

**Other Non-U.S. Regulated Subsidiaries**

The firm's principal non-U.S. regulated subsidiaries include Goldman Sachs International (GSI) and Goldman Sachs Japan Co., Ltd. (GSJCL). GSI, the firm's regulated U.K. broker-dealer, is regulated by the PRA and the FCA. GSJCL, the firm's Japanese broker-dealer, is regulated by Japan's Financial Services Agency. These and certain other non-U.S. subsidiaries of the firm are also subject to capital adequacy requirements promulgated by authorities of the countries in which they operate. As of December 2013 and December 2012, these subsidiaries were in compliance with their local capital adequacy requirements.

The Basel Committee's guidelines for calculating incremental capital requirements for D-SIBs may also impact certain of the firm's non-U.S. regulated subsidiaries, including GSI. However, the impact of these guidelines will depend on how they are implemented in local jurisdictions.

**Restrictions on Payments**

The regulatory requirements referred to above restrict Group Inc.'s ability to withdraw capital from its regulated subsidiaries. As of December 2013 and December 2012, Group Inc. was required to maintain approximately \$31.20 billion and \$31.01 billion, respectively, of minimum equity capital in these regulated subsidiaries. This minimum equity capital requirement includes certain restrictions imposed by federal and state laws as to the payment of dividends to Group Inc. by its regulated subsidiaries. In addition to limitations on the payment of dividends imposed by federal and state laws, the Federal Reserve Board, the FDIC and the New York State Department of Financial Services have authority to prohibit or to limit the payment of dividends by the banking organizations they supervise (including GS Bank USA) if, in the relevant regulator's opinion, payment of a dividend would constitute an unsafe or unsound practice in the light of the financial condition of the banking organization.

**Note 21.**

**Earnings Per Common Share**

Basic earnings per common share (EPS) is calculated by dividing net earnings applicable to common shareholders by the weighted average number of common shares outstanding. Common shares outstanding includes common stock and RSUs for which no future service is required as a condition to the delivery of the underlying common stock. Diluted EPS includes the determinants of basic EPS and, in addition, reflects the dilutive effect of the common stock deliverable for stock warrants and options and for RSUs for which future service is required as a condition to the delivery of the underlying common stock.

The table below presents the computations of basic and diluted EPS.

<i>in millions, except per share amounts</i>	Year Ended December		
	2013	2012	2011
<b>Numerator for basic and diluted EPS — net earnings applicable to common shareholders</b>	<b>\$7,726</b>	\$7,292	\$2,510
Denominator for basic EPS — weighted average number of common shares	<b>471.3</b>	496.2	524.6
Effect of dilutive securities:			
RSUs	<b>7.2</b>	11.3	14.6
Stock options and warrants	<b>21.1</b>	8.6	17.7
Dilutive potential common shares	<b>28.3</b>	19.9	32.3
<b>Denominator for diluted EPS — weighted average number of common shares and dilutive potential common shares</b>	<b>499.6</b>	516.1	556.9
Basic EPS	<b>\$16.34</b>	\$14.63	\$ 4.71
Diluted EPS	<b>15.46</b>	14.13	4.51

In the table above, unvested share-based payment awards that have non-forfeitable rights to dividends or dividend equivalents are treated as a separate class of securities in calculating EPS. The impact of applying this methodology was a reduction in basic EPS of \$0.05 for 2013 and \$0.07 for both 2012 and 2011.

The diluted EPS computations in the table above do not include antidilutive RSUs and common shares underlying antidilutive stock options and warrants of 6.0 million for 2013, 52.4 million for 2012 and 9.2 million for 2011.

**Note 22.**

**Transactions with Affiliated Funds**

The firm has formed numerous nonconsolidated investment funds with third-party investors. As the firm generally acts as the investment manager for these funds, it is entitled to receive management fees and, in certain cases, advisory fees or incentive fees from these funds. Additionally, the firm invests alongside the third-party investors in certain funds.

The tables below present fees earned from affiliated funds, fees receivable from affiliated funds and the aggregate carrying value of the firm's interests in affiliated funds.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Fees earned from affiliated funds	<b>\$2,897</b>	\$ 2,935	\$ 2,789

<i>in millions</i>	As of December	
	2013	2012
Fees receivable from funds	<b>\$ 817</b>	\$ 704
Aggregate carrying value of interests in funds	<b>13,124</b>	14,725

As of December 2013 and December 2012, the firm had outstanding guarantees to its funds of \$147 million and outstanding loans and guarantees to its funds of \$582 million, respectively. The amount as of December 2013 primarily relates to a guarantee that the firm has voluntarily provided in connection with a financing agreement with a third-party lender executed by one of the firm's real estate funds that is not covered by the Volcker Rule. The amount of the guarantee could be increased up to a maximum of \$300 million. The amount as of December 2012 was collateralized by certain fund assets and primarily related to certain real estate funds for which the firm voluntarily provided financial support to alleviate liquidity constraints during the financial crisis and to enable them to fund certain investment opportunities. As of December 2013 and December 2012, the firm had no outstanding commitments to extend credit or other guarantees to its funds.

**Notes to Consolidated Financial Statements**

The Volcker Rule will restrict the firm from providing financial support to covered funds (as defined in the rule) after the expiration of the transition period in July 2015, subject to possible extensions through July 2017. As a general matter, in the ordinary course of business, the firm does not expect to provide additional voluntary financial support to any covered funds but may choose to do so with respect to funds that are not subject to the Volcker Rule; however, in the event that such support is provided, the amount of any such support is not expected to be material.

In addition, in the ordinary course of business, the firm may also engage in other activities with its affiliated funds including, among others, securities lending, trade execution, market making, custody, and acquisition and bridge financing. See Note 18 for the firm's investment commitments related to these funds.

**Note 23.****Interest Income and Interest Expense**

Interest income is recorded on an accrual basis based on contractual interest rates. The table below presents the firm's sources of interest income and interest expense.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Interest income</b>			
Deposits with banks	\$ 186	\$ 156	\$ 125
Securities borrowed, securities purchased under agreements to resell and federal funds sold <sup>1</sup>	43	(77)	666
Financial instruments owned, at fair value	8,159	9,817	10,718
Other interest <sup>2</sup>	1,672	1,485	1,665
<b>Total interest income</b>	<b>10,060</b>	<b>11,381</b>	<b>13,174</b>
<b>Interest expense</b>			
Deposits	387	399	280
Securities loaned and securities sold under agreements to repurchase	576	822	905
Financial instruments sold, but not yet purchased, at fair value	2,054	2,438	2,464
Short-term borrowings <sup>3</sup>	394	581	526
Long-term borrowings <sup>3</sup>	3,752	3,736	3,439
Other interest <sup>4</sup>	(495)	(475)	368
<b>Total interest expense</b>	<b>6,668</b>	<b>7,501</b>	<b>7,982</b>
<b>Net interest income</b>	<b>\$ 3,392</b>	<b>\$ 3,880</b>	<b>\$ 5,192</b>

1. Includes rebates paid and interest income on securities borrowed.

2. Includes interest income on customer debit balances and other interest-earning assets.

3. Includes interest on unsecured borrowings and other secured financings.

4. Includes rebates received on other interest-bearing liabilities and interest expense on customer credit balances.

**Note 24.**

**Income Taxes**

**Provision for Income Taxes**

Income taxes are provided for using the asset and liability method under which deferred tax assets and liabilities are recognized for temporary differences between the financial reporting and tax bases of assets and liabilities. The firm reports interest expense related to income tax matters in “Provision for taxes” and income tax penalties in “Other expenses.”

The tables below present the components of the provision/ (benefit) for taxes and a reconciliation of the U.S. federal statutory income tax rate to the firm’s effective income tax rate.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Current taxes</b>			
U.S. federal	\$2,589	\$3,013	\$ 405
State and local	466	628	392
Non-U.S.	613	447	204
<b>Total current tax expense</b>	<b>3,668</b>	<b>4,088</b>	<b>1,001</b>
<b>Deferred taxes</b>			
U.S. federal	(188)	(643)	683
State and local	67	38	24
Non-U.S.	150	249	19
<b>Total deferred tax (benefit)/expense</b>	<b>29</b>	<b>(356)</b>	<b>726</b>
<b>Provision for taxes</b>	<b>\$3,697</b>	<b>\$3,732</b>	<b>\$1,727</b>

	Year Ended December		
	2013	2012	2011
U.S. federal statutory income tax rate	35.0%	35.0%	35.0%
State and local taxes, net of U.S. federal income tax effects	4.1	3.8	4.4
Tax credits	(1.0)	(1.0)	(1.6)
Non-U.S. operations <sup>1</sup>	(5.6)	(4.8)	(6.7)
Tax-exempt income, including dividends	(0.5)	(0.5)	(2.4)
Other	(0.5)	0.8	(0.7)
<b>Effective income tax rate</b>	<b>31.5%</b>	<b>33.3%</b>	<b>28.0%</b>

1. Includes the impact of permanently reinvested earnings.

**Deferred Income Taxes**

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax bases of assets and liabilities. These temporary differences result in taxable or deductible amounts in future years and are measured using the tax rates and laws that will be in effect when such differences are expected to reverse. Valuation allowances are established to reduce deferred tax assets to the amount that more likely than not will be realized and primarily relate to the ability to utilize losses in various tax jurisdictions. Tax assets and liabilities are presented as a component of “Other assets” and “Other liabilities and accrued expenses,” respectively.

The table below presents the significant components of deferred tax assets and liabilities, excluding the impact of netting within tax jurisdictions.

<i>in millions</i>	As of December	
	2013	2012
<b>Deferred tax assets</b>		
Compensation and benefits	\$2,740	\$2,447
Unrealized losses	309	1,477
ASC 740 asset related to unrecognized tax benefits	475	685
Non-U.S. operations	1,318	965
Net operating losses	232	222
Occupancy-related	108	119
Other comprehensive income-related	69	114
Other, net	729	435
	<b>5,980</b>	<b>6,464</b>
Valuation allowance	(183)	(168)
<b>Total deferred tax assets</b>	<b>\$5,797</b>	<b>\$6,296</b>
Depreciation and amortization	1,269	1,230
Other comprehensive income-related	68	85
<b>Total deferred tax liabilities</b>	<b>\$1,337</b>	<b>\$1,315</b>

**Notes to Consolidated Financial Statements**

The firm has recorded deferred tax assets of \$232 million and \$222 million as of December 2013 and December 2012, respectively, in connection with U.S. federal, state and local and foreign net operating loss carryforwards. The firm also recorded a valuation allowance of \$45 million and \$60 million as of December 2013 and December 2012, respectively, related to these net operating loss carryforwards.

As of December 2013, the U.S. federal and foreign net operating loss carryforwards were \$38 million and \$854 million, respectively. If not utilized, the U.S. federal net operating loss carryforward will begin to expire in 2014. The foreign net operating loss carryforwards can be carried forward indefinitely. State and local net operating loss carryforwards of \$781 million will begin to expire in 2014. If these carryforwards expire, they will not have a material impact on the firm's results of operations. The firm had no foreign tax credit carryforwards and no related net deferred income tax assets as of December 2013 or December 2012.

The firm had no capital loss carryforwards and no related net deferred income tax assets as of December 2013 or December 2012.

The valuation allowance increased by \$15 million and \$103 million during 2013 and 2012, respectively. The increase in 2013 was primarily due to an increase in deferred tax assets from which the firm does not expect to realize any benefit. The increase in 2012 was primarily due to the acquisition of deferred tax assets considered more likely than not to be unrealizable.

The firm permanently reinvests eligible earnings of certain foreign subsidiaries and, accordingly, does not accrue any U.S. income taxes that would arise if such earnings were repatriated. As of December 2013 and December 2012, this policy resulted in an unrecognized net deferred tax liability of \$4.06 billion and \$3.75 billion, respectively, attributable to reinvested earnings of \$22.54 billion and \$21.69 billion, respectively.

**Unrecognized Tax Benefits**

The firm recognizes tax positions in the financial statements only when it is more likely than not that the position will be sustained on examination by the relevant taxing authority based on the technical merits of the position. A position that meets this standard is measured at the largest amount of benefit that will more likely than not be realized on settlement. A liability is established for differences between positions taken in a tax return and amounts recognized in the financial statements.

As of December 2013 and December 2012, the accrued liability for interest expense related to income tax matters and income tax penalties was \$410 million and \$374 million, respectively. The firm recognized \$53 million for 2013, \$95 million for 2012 and \$21 million for 2011 of interest and income tax penalties. It is reasonably possible that unrecognized tax benefits could change significantly during the twelve months subsequent to December 2013 due to potential audit settlements, however, at this time it is not possible to estimate any potential change.

**Notes to Consolidated Financial Statements**

The table below presents the changes in the liability for unrecognized tax benefits. This liability is included in "Other liabilities and accrued expenses." See Note 17 for further information.

<i>in millions</i>	As of December		
	2013	2012	2011
Balance, beginning of year	\$2,237	\$1,887	\$2,081
Increases based on tax positions related to the current year	144	190	171
Increases based on tax positions related to prior years	149	336	278
Decreases related to tax positions of prior years	(471)	(109)	(41)
Decreases related to settlements	(299)	(35)	(638)
Acquisitions/(dispositions)	—	(47)	47
Exchange rate fluctuations	5	15	(11)
<b>Balance, end of year</b>	<b>\$1,765</b>	<b>\$2,237</b>	<b>\$1,887</b>
Related deferred income tax asset <sup>1</sup>	475	685	569
Net unrecognized tax benefit <sup>2</sup>	<b>\$1,290</b>	<b>\$1,552</b>	<b>\$1,318</b>

1. Included in "Other assets." See Note 12.

2. If recognized, the net tax benefit would reduce the firm's effective income tax rate.

**Regulatory Tax Examinations**

The firm is subject to examination by the U.S. Internal Revenue Service (IRS) and other taxing authorities in jurisdictions where the firm has significant business operations, such as the United Kingdom, Japan, Hong Kong, Korea and various states, such as New York. The tax years under examination vary by jurisdiction. The firm does not expect completion of these audits to have a material impact on the firm's financial condition but it may be material to operating results for a particular period, depending, in part, on the operating results for that period.

The table below presents the earliest tax years that remain subject to examination by major jurisdiction.

Jurisdiction	As of December 2013
U.S. Federal	2008
New York State and City	2004
United Kingdom	2008
Japan	2010
Hong Kong	2006
Korea	2010

For U.S. Federal, IRS examinations of fiscal 2008 through calendar 2010 began in 2011. IRS examinations of fiscal 2005 through 2007 were finalized during the third quarter of 2013. The field work for the examinations of 2008 through 2010 has been completed but the examinations have not been administratively finalized. The examinations of 2011 and 2012 began in 2013.

New York State and City examinations of fiscal 2004 through 2006 began in 2008. The examinations of fiscal 2007 through 2010 began in 2013.

All years subsequent to the years in the table above remain open to examination by the taxing authorities. The firm believes that the liability for unrecognized tax benefits it has established is adequate in relation to the potential for additional assessments.

In January 2013, the firm was accepted into the Compliance Assurance Process program by the IRS. This program allows the firm to work with the IRS to identify and resolve potential U.S. federal tax issues before the filing of tax returns. The 2013 tax year is the first year being examined under the program. The firm was accepted into the program again for the 2014 tax year.

**Notes to Consolidated Financial Statements****Note 25.****Business Segments**

The firm reports its activities in the following four business segments: Investment Banking, Institutional Client Services, Investing & Lending and Investment Management.

**Basis of Presentation**

In reporting segments, certain of the firm's business lines have been aggregated where they have similar economic characteristics and are similar in each of the following areas: (i) the nature of the services they provide, (ii) their methods of distribution, (iii) the types of clients they serve and (iv) the regulatory environments in which they operate.

The cost drivers of the firm taken as a whole — compensation, headcount and levels of business activity — are broadly similar in each of the firm's business segments. Compensation and benefits expenses in the firm's segments reflect, among other factors, the overall performance of the firm as well as the performance of individual businesses. Consequently, pre-tax margins in one segment of the firm's business may be significantly affected by the performance of the firm's other business segments.

The firm allocates assets (including allocations of excess liquidity and cash, secured client financing and other assets), revenues and expenses among the four business segments. Due to the integrated nature of these segments, estimates and judgments are made in allocating certain assets, revenues and expenses. The allocation process is based on the manner in which management currently views the performance of the segments. Transactions between segments are based on specific criteria or approximate third-party rates. Total operating expenses include corporate items that have not been allocated to individual business segments.

The segment information presented in the table below is prepared according to the following methodologies:

- Revenues and expenses directly associated with each segment are included in determining pre-tax earnings.
- Net revenues in the firm's segments include allocations of interest income and interest expense to specific securities, commodities and other positions in relation to the cash generated by, or funding requirements of, such underlying positions. Net interest is included in segment net revenues as it is consistent with the way in which management assesses segment performance.
- Overhead expenses not directly allocable to specific segments are allocated ratably based on direct segment expenses.

Management believes that the following information provides a reasonable representation of each segment's contribution to consolidated pre-tax earnings and total assets.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

		For the Year Ended or as of December		
		2013	2012	2011
<i>in millions</i>				
<b>Investment Banking</b>	Financial Advisory	\$ 1,978	\$ 1,975	\$ 1,987
	Equity underwriting	1,659	987	1,085
	Debt underwriting	2,367	1,964	1,283
	Total Underwriting	4,026	2,951	2,368
	Total net revenues	6,004	4,926	4,355
	Operating expenses	3,475	3,330	2,995
	<b>Pre-tax earnings</b>	\$ 2,529	\$ 1,596	\$ 1,360
	<b>Segment assets</b>	\$ 1,901	\$ 1,712	\$ 1,983
<b>Institutional Client Services</b>	Fixed Income, Currency and Commodities			
	Client Execution	\$ 8,651	\$ 9,914	\$ 9,018
	Equities client execution	2,594	3,171	3,031
	Commissions and fees	3,103	3,053	3,633
	Securities services	1,373	1,986	1,598
	Total Equities	7,070	8,210	8,262
	Total net revenues <sup>1</sup>	15,721	18,124	17,280
	Operating expenses	11,782	12,480	12,837
	<b>Pre-tax earnings</b>	\$ 3,939	\$ 5,644	\$ 4,443
	<b>Segment assets</b>	\$788,238	\$825,496	\$813,660
<b>Investing &amp; Lending</b>	Equity securities	\$ 3,930	\$ 2,800	\$ 603
	Debt securities and loans	1,947	1,850	96
	Other	1,141	1,241	1,443
	Total net revenues	7,018	5,891	2,142
	Operating expenses	2,684	2,666	2,673
	<b>Pre-tax earnings/(loss)</b>	\$ 4,334	\$ 3,225	\$ (531)
	<b>Segment assets</b>	\$109,285	\$ 98,600	\$ 94,330
<b>Investment Management</b>	Management and other fees	\$ 4,386	\$ 4,105	\$ 4,188
	Incentive fees	662	701	323
	Transaction revenues	415	416	523
	Total net revenues	5,463	5,222	5,034
	Operating expenses	4,354	4,294	4,020
	<b>Pre-tax earnings</b>	\$ 1,109	\$ 928	\$ 1,014
	<b>Segment assets</b>	\$ 12,083	\$ 12,747	\$ 13,252
<b>Total</b>	<b>Net revenues</b>	\$ 34,206	\$ 34,163	\$ 28,811
	<b>Operating expenses</b>	22,469	22,956	22,642
	<b>Pre-tax earnings</b>	\$ 11,737	\$ 11,207	\$ 6,169
	<b>Total assets</b>	\$911,507	\$938,555	\$923,225

1. Includes \$37 million for 2013, \$121 million for 2012 and \$115 million for 2011 of realized gains on available-for-sale securities held in the firm's Americas reinsurance business, in which a majority stake was sold in April 2013.



**Notes to Consolidated Financial Statements**

Total operating expenses in the table above include the following expenses that have not been allocated to the firm's segments:

- charitable contributions of \$155 million for 2013, \$169 million for 2012 and \$103 million for 2011; and
- real estate-related exit costs of \$19 million for 2013, \$17 million for 2012 and \$14 million for 2011. Real estate-related exit costs are included in "Depreciation and amortization" and "Occupancy" in the consolidated statements of earnings.

The tables below present the amounts of net interest income or interest expense included in net revenues, and the amounts of depreciation and amortization expense included in pre-tax earnings.

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Investment Banking	\$ —	\$ (15)	\$ (6)
Institutional Client Services	3,250	3,723	4,360
Investing & Lending	25	26	635
Investment Management	117	146	203
<b>Total net interest income</b>	<b>\$3,392</b>	<b>\$3,880</b>	<b>\$5,192</b>

<i>in millions</i>	Year Ended December		
	2013	2012	2011
Investment Banking	\$ 143	\$ 164	\$ 174
Institutional Client Services	567	796	944
Investing & Lending	440	564	563
Investment Management	165	204	188
<b>Total depreciation and amortization <sup>1</sup></b>	<b>\$1,322</b>	<b>\$1,738</b>	<b>\$1,869</b>

1. Includes real estate-related exit costs of \$7 million for 2013 and \$10 million for 2012 that have not been allocated to the firm's segments.

**Geographic Information**

Due to the highly integrated nature of international financial markets, the firm manages its businesses based on the profitability of the enterprise as a whole. The methodology for allocating profitability to geographic regions is dependent on estimates and management judgment because a significant portion of the firm's activities require cross-border coordination in order to facilitate the needs of the firm's clients.

Geographic results are generally allocated as follows:

- **Investment Banking:** location of the client and investment banking team.
- **Institutional Client Services:** Fixed Income, Currency and Commodities Client Execution, and Equities (excluding Securities Services): location of the market-making desk; Securities Services: location of the primary market for the underlying security.
- **Investing & Lending:** Investing: location of the investment; Lending: location of the client.
- **Investment Management:** location of the sales team.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

The table below presents the total net revenues, pre-tax earnings and net earnings of the firm by geographic region allocated based on the methodology referred to above, as

well as the percentage of total net revenues, pre-tax earnings and net earnings (excluding Corporate) for each geographic region.

\$ in millions	Year Ended December					
	2013		2012		2011	
<b>Net revenues</b>						
Americas	\$19,858	58%	\$20,159	59%	\$17,873	62%
Europe, Middle East and Africa	8,828	26	8,612	25	7,074	25
Asia <sup>1</sup> (includes Australia and New Zealand)	5,520	16	5,392	16	3,864	13
<b>Total net revenues</b>	<b>\$34,206</b>	<b>100%</b>	<b>\$34,163</b>	<b>100%</b>	<b>\$28,811</b>	<b>100%</b>
<b>Pre-tax earnings/(loss)</b>						
Americas	\$ 6,794	57%	\$ 6,960	61%	\$ 5,307	85%
Europe, Middle East and Africa	3,237	27	2,943	26	1,210	19
Asia (includes Australia and New Zealand)	1,880	16	1,490	13	(231)	(4)
Subtotal	11,911	100%	11,393	100%	6,286	100%
Corporate <sup>2</sup>	(174)		(186)		(117)	
<b>Total pre-tax earnings</b>	<b>\$11,737</b>		<b>\$11,207</b>		<b>\$ 6,169</b>	
<b>Net earnings/(loss)</b>						
Americas	\$ 4,425	54%	\$ 4,259	56%	\$ 3,522	78%
Europe, Middle East and Africa	2,382	29	2,369	31	1,103	24
Asia (includes Australia and New Zealand)	1,353	17	972	13	(103)	(2)
Subtotal	8,160	100%	7,600	100%	4,522	100%
Corporate	(120)		(125)		(80)	
<b>Total net earnings</b>	<b>\$ 8,040</b>		<b>\$ 7,475</b>		<b>\$ 4,442</b>	

1. Net revenues in Asia in 2011 primarily reflect lower net revenues in Investing & Lending, principally due to losses from public equities, reflecting a significant decline in equity markets in Asia during 2011.

2. Consists of charitable contributions of \$155 million for 2013, \$169 million for 2012 and \$103 million for 2011; and real estate-related exit costs of \$19 million for 2013, \$17 million for 2012 and \$14 million for 2011.

**Note 26.**

**Credit Concentrations**

Credit concentrations may arise from market making, client facilitation, investing, underwriting, lending and collateralized transactions and may be impacted by changes in economic, industry or political factors. The firm seeks to mitigate credit risk by actively monitoring exposures and obtaining collateral from counterparties as deemed appropriate.

While the firm's activities expose it to many different industries and counterparties, the firm routinely executes a high volume of transactions with asset managers, investment funds, commercial banks, brokers and dealers, clearing houses and exchanges, which results in significant credit concentrations.

In the ordinary course of business, the firm may also be subject to a concentration of credit risk to a particular counterparty, borrower or issuer, including sovereign issuers, or to a particular clearing house or exchange.

The table below presents the credit concentrations in cash instruments held by the firm.

<i>\$ in millions</i>	As of December	
	2013	2012
U.S. government and federal agency obligations <sup>1</sup>	<b>\$90,118</b>	\$114,418
% of total assets	<b>9.9%</b>	12.2%
Non-U.S. government and agency obligations <sup>1</sup>	<b>\$40,944</b>	\$ 62,252
% of total assets	<b>4.5%</b>	6.6%

1. Substantially all included in "Financial instruments owned, at fair value" and "Cash and securities segregated for regulatory and other purposes."

As of December 2013 and December 2012, the firm did not have credit exposure to any other counterparty that exceeded 2% of total assets.

To reduce credit exposures, the firm may enter into agreements with counterparties that permit the firm to offset receivables and payables with such counterparties and/or enable the firm to obtain collateral on an upfront or contingent basis. Collateral obtained by the firm related to derivative assets is principally cash and is held by the firm or a third-party custodian. Collateral obtained by the firm related to resale agreements and securities borrowed transactions is primarily U.S. government and federal agency obligations and non-U.S. government and agency obligations. See Note 9 for further information about collateralized agreements and financings.

The table below presents U.S. government and federal agency obligations, and non-U.S. government and agency obligations, that collateralize resale agreements and securities borrowed transactions (including those in "Cash and securities segregated for regulatory and other purposes"). Because the firm's primary credit exposure on such transactions is to the counterparty to the transaction, the firm would be exposed to the collateral issuer only in the event of counterparty default.

<i>in millions</i>	As of December	
	2013	2012
U.S. government and federal agency obligations	<b>\$100,672</b>	\$73,477
Non-U.S. government and agency obligations <sup>1</sup>	<b>79,021</b>	64,724

1. Principally consists of securities issued by the governments of Germany, France and the United Kingdom.

**Notes to Consolidated Financial Statements****Note 27.****Legal Proceedings**

The firm is involved in a number of judicial, regulatory and arbitration proceedings (including those described below) concerning matters arising in connection with the conduct of the firm's businesses. Many of these proceedings are in early stages, and many of these cases seek an indeterminate amount of damages.

Under ASC 450, an event is "reasonably possible" if "the chance of the future event or events occurring is more than remote but less than likely" and an event is "remote" if "the chance of the future event or events occurring is slight." Thus, references to the upper end of the range of reasonably possible loss for cases in which the firm is able to estimate a range of reasonably possible loss mean the upper end of the range of loss for cases for which the firm believes the risk of loss is more than slight.

With respect to matters described below for which management has been able to estimate a range of reasonably possible loss where (i) actual or potential plaintiffs have claimed an amount of money damages, (ii) the firm is being, or threatened to be, sued by purchasers in an underwriting and is not being indemnified by a party that the firm believes will pay any judgment, or (iii) the purchasers are demanding that the firm repurchase securities, management has estimated the upper end of the range of reasonably possible loss as being equal to (a) in the case of (i), the amount of money damages claimed, (b) in the case of (ii), the amount of securities that the firm sold in the underwritings and (c) in the case of (iii), the price that purchasers paid for the securities less the estimated value, if any, as of December 2013 of the relevant securities, in each of cases (i), (ii) and (iii), taking into account any factors believed to be relevant to the particular matter or matters of that type. As of the date hereof, the firm has estimated the upper end of the range of reasonably possible aggregate loss for such matters and for any other matters described below where management has been able to estimate a range of reasonably possible aggregate loss to be approximately \$3.6 billion in excess of the aggregate reserves for such matters.

Management is generally unable to estimate a range of reasonably possible loss for matters other than those included in the estimate above, including where (i) actual or potential plaintiffs have not claimed an amount of money damages, unless management can otherwise determine an appropriate amount, (ii) the matters are in early stages (such as the action filed by the Libyan Investment Authority discussed below), (iii) there is uncertainty as to the likelihood of a class being certified or the ultimate size of the class, (iv) there is uncertainty as to the outcome of pending appeals or motions, (v) there are significant factual issues to be resolved, and/or (vi) there are novel legal issues presented. For example, the firm's potential liability with respect to future mortgage-related "put-back" claims and any future claims arising from the ongoing investigations by members of the Residential Mortgage-Backed Securities Working Group of the U.S. Financial Fraud Enforcement Task Force (RMBS Working Group) may ultimately result in a significant increase in the firm's liabilities for mortgage-related matters, but is not included in management's estimate of reasonably possible loss. However, management does not believe, based on currently available information, that the outcomes of such matters will have a material adverse effect on the firm's financial condition, though the outcomes could be material to the firm's operating results for any particular period, depending, in part, upon the operating results for such period. See Note 18 for further information on mortgage-related contingencies.

**Notes to Consolidated Financial Statements**

**Mortgage-Related Matters.** Beginning in April 2010, a number of purported securities law class actions were filed in the U.S. District Court for the Southern District of New York challenging the adequacy of Group Inc.'s public disclosure of, among other things, the firm's activities in the CDO market, the firm's conflict of interest management, and the SEC investigation that led to GS&Co. entering into a consent agreement with the SEC, settling all claims made against GS&Co. by the SEC in connection with the ABACUS 2007-AC1 CDO offering (ABACUS 2007-AC1 transaction), pursuant to which GS&Co. paid \$550 million of disgorgement and civil penalties. The consolidated amended complaint filed on July 25, 2011, which names as defendants Group Inc. and certain officers and employees of Group Inc. and its affiliates, generally alleges violations of Sections 10(b) and 20(a) of the Exchange Act and seeks unspecified damages. On June 21, 2012, the district court dismissed the claims based on Group Inc.'s not disclosing that it had received a "Wells" notice from the staff of the SEC related to the ABACUS 2007-AC1 transaction, but permitted the plaintiffs' other claims to proceed.

On February 1, 2013, a putative shareholder derivative action was filed in the U.S. District Court for the Southern District of New York against Group Inc. and certain of its officers and directors in connection with mortgage-related activities during 2006 and 2007, including three CDO offerings. The derivative complaint, which is based on similar allegations to those at issue in the consolidated class action discussed above and purported shareholder derivative actions that were previously dismissed, includes allegations of breach of fiduciary duty, challenges the accuracy and adequacy of Group Inc.'s disclosure and seeks, among other things, declaratory relief, unspecified compensatory and punitive damages and restitution from the individual defendants and certain corporate governance reforms. On May 20, 2013, the defendants moved to dismiss the action.

In June 2012, the Board received a demand from a shareholder that the Board investigate and take action relating to the firm's mortgage-related activities and to stock sales by certain directors and executives of the firm. On February 15, 2013, this shareholder filed a putative shareholder derivative action in New York Supreme Court, New York County, against Group Inc. and certain current or former directors and employees, based on these activities and stock sales. The derivative complaint includes allegations of breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement and corporate waste, and seeks, among other things, unspecified monetary damages, disgorgement of profits and certain corporate governance and disclosure reforms. On May 28, 2013, Group Inc. informed the shareholder that the Board completed its investigation and determined to refuse the demand. On June 20, 2013, the shareholder made a books and records demand requesting materials relating to the Board's determination. The parties have agreed to stay proceedings in the putative derivative action pending resolution of the books and records demand.

In addition, the Board has received books and records demands from several shareholders for materials relating to, among other subjects, the firm's mortgage servicing and foreclosure activities, participation in federal programs providing assistance to financial institutions and homeowners, loan sales to Fannie Mae and Freddie Mac, mortgage-related activities and conflicts management.

**Notes to Consolidated Financial Statements**

GS&Co., Goldman Sachs Mortgage Company (GSMC) and GS Mortgage Securities Corp. (GSMSC) and three current or former Goldman Sachs employees are defendants in a putative class action commenced on December 11, 2008 in the U.S. District Court for the Southern District of New York brought on behalf of purchasers of various mortgage pass-through certificates and asset-backed certificates issued by various securitization trusts established by the firm and underwritten by GS&Co. in 2007. The complaint generally alleges that the registration statement and prospectus supplements for the certificates violated the federal securities laws, and seeks unspecified compensatory damages and rescission or rescissionary damages. By a decision dated September 6, 2012, the U.S. Court of Appeals for the Second Circuit affirmed the district court's dismissal of plaintiff's claims with respect to 10 of the 17 offerings included in plaintiff's original complaint but vacated the dismissal and remanded the case to the district court with instructions to reinstate the plaintiff's claims with respect to the other seven offerings. On October 31, 2012, the plaintiff served a fourth amended complaint relating to those seven offerings, plus seven additional offerings (additional offerings). On June 3, 2010, another investor (who had unsuccessfully sought to intervene in the action) filed a separate putative class action asserting substantively similar allegations relating to one of the additional offerings. The district court twice granted defendants' motions to dismiss this separate action, both times with leave to replead. That separate plaintiff has filed an amended complaint and has moved to further amend this complaint to add claims with respect to two more of the additional offerings; defendants have moved to dismiss and opposed the amendment. The securitization trusts issued, and GS&Co. underwrote, approximately \$11 billion principal amount of certificates to all purchasers in the fourteen offerings at issue in the complaints.

On September 30, 2010, a putative class action was filed in the U.S. District Court for the Southern District of New York against GS&Co., Group Inc. and two former GS&Co. employees on behalf of investors in \$823 million of notes issued in 2006 and 2007 by two synthetic CDOs (Hudson Mezzanine 2006-1 and 2006-2). The amended complaint asserts federal securities law and common law claims, and seeks unspecified compensatory, punitive and other damages. The defendants' motion to dismiss was granted as to plaintiff's claim of market manipulation and denied as to the remainder of plaintiff's claims by a decision dated March 21, 2012. On May 21, 2012, the defendants counterclaimed for breach of contract and fraud. By a decision dated January 22, 2014, the court granted the plaintiff's motion for class certification. On February 6, 2014, defendants petitioned for leave to appeal the class certification order.

Various alleged purchasers of, and counterparties and providers of credit enhancement involved in transactions relating to, mortgage pass-through certificates, CDOs and other mortgage-related products (including Aozora Bank, Ltd., Basis Yield Alpha Fund (Master), the Charles Schwab Corporation, CIFG Assurance of North America, Inc., CMFG Life Insurance Company and related parties, Deutsche Zentral-Genossenschaftsbank, the FDIC (as receiver for Guaranty Bank), the Federal Home Loan Banks of Chicago and Seattle, the FHFA (as conservator for Fannie Mae and Freddie Mac), HSH Nordbank, IKB Deutsche Industriebank AG, Joel I. Sher (Chapter 11 Trustee) on behalf of TMST, Inc. (TMST), f/k/a Thornburg Mortgage, Inc. and certain TMST affiliates, John Hancock and related parties, Massachusetts Mutual Life Insurance Company, MoneyGram Payment Systems, Inc., National Australia Bank, the National Credit Union Administration (as conservator or liquidating agent for several failed credit unions), Phoenix Light SF Limited and related parties, Royal Park Investments SA/NV, The Union Central Life Insurance Company, Ameritas Life Insurance Corp., Acacia Life Insurance Company, Watertown Savings Bank and Commerzbank) have filed complaints or summonses with notice in state and federal court or initiated arbitration proceedings against firm affiliates, generally alleging that the offering documents for the securities that they purchased contained untrue statements of material fact and material omissions and generally seeking rescission and/or damages. Certain of these complaints allege fraud and seek punitive damages. Certain of these complaints also name other firms as defendants.

**Notes to Consolidated Financial Statements**

A number of other entities (including John Hancock and related parties, Norges Bank Investment Management, Selective Insurance Company and Texas County & District Retirement System) have threatened to assert claims of various types against the firm in connection with the sale of mortgage-related securities. The firm has entered into agreements with a number of these entities to toll the relevant statute of limitations.

As of the date hereof, the aggregate amount of mortgage-related securities sold to plaintiffs in active and threatened cases described in the preceding two paragraphs where those plaintiffs are seeking rescission of such securities was approximately \$17.9 billion (which does not reflect adjustment for any subsequent paydowns or distributions or any residual value of such securities, statutory interest or any other adjustments that may be claimed). This amount does not include the potential claims by these or other purchasers in the same or other mortgage-related offerings that have not been described above, or claims that have been dismissed.

The firm has entered into agreements with Deutsche Bank National Trust Company and U.S. Bank National Association to toll the relevant statute of limitations with respect to claims for repurchase of residential mortgage loans based on alleged breaches of representations related to \$11.4 billion original notional face amount of securitizations issued by trusts for which they act as trustees.

Group Inc., Litton, Ocwen and Arrow Corporate Member Holdings LLC, a former subsidiary of Group Inc., are defendants in a putative class action pending since January 23, 2013 in the U.S. District Court for the Southern District of New York generally challenging the procurement manner and scope of “force-placed” hazard insurance arranged by Litton when homeowners failed to arrange for insurance as required by their mortgages. The complaint asserts claims for breach of contract, breach of fiduciary duty, misappropriation, conversion, unjust enrichment and violation of Florida unfair practices law, and seeks unspecified compensatory and punitive damages as well as declaratory and injunctive relief. The second amended complaint, filed on November 19, 2013, added an additional plaintiff and RICO claims. On January 21, 2014, Group Inc. moved to sever the claims against it and certain other defendants.

On February 25, 2013, Group Inc. was added as a defendant through an amended complaint in a putative class action, originally filed on April 6, 2012 in the U.S. District Court for the Southern District of New York, against Litton, Ocwen and Ocwen Loan Servicing, LLC (Ocwen Servicing). The amended complaint generally alleges that Litton and Ocwen Servicing systematically breached agreements and violated various federal and state consumer protection laws by failing to modify the mortgage loans of homeowners participating in the federal Home Affordable Modification Program, and names Group Inc. based on its prior ownership of Litton. The plaintiffs seek unspecified compensatory, statutory and punitive damages as well as declaratory and injunctive relief. On April 29, 2013, Group Inc. moved to dismiss.

The firm has also received, and continues to receive, requests for information and/or subpoenas from federal, state and local regulators and law enforcement authorities, including members of the RMBS Working Group, relating to the mortgage-related securitization process, subprime mortgages, CDOs, synthetic mortgage-related products, particular transactions involving these products, and servicing and foreclosure activities, and is cooperating with these regulators and other authorities, including in some cases agreeing to the tolling of the relevant statute of limitations. See also “Regulatory Investigations and Reviews and Related Litigation” below.

The firm expects to be the subject of additional putative shareholder derivative actions, purported class actions, rescission and “put back” claims and other litigation, additional investor and shareholder demands, and additional regulatory and other investigations and actions with respect to mortgage-related offerings, loan sales, CDOs, and servicing and foreclosure activities. See Note 18 for information regarding mortgage-related contingencies not described in this Note 27.

**Notes to Consolidated Financial Statements****Private Equity-Sponsored Acquisitions Litigation.**

Group Inc. is among numerous private equity firms named as defendants in a federal antitrust action filed in the U.S. District Court for the District of Massachusetts in December 2007. As amended, the complaint generally alleges that the defendants have colluded to limit competition in bidding for private equity-sponsored acquisitions of public companies, thereby resulting in lower prevailing bids and, by extension, less consideration for shareholders of those companies in violation of Section 1 of the U.S. Sherman Antitrust Act and common law. The complaint seeks, among other things, treble damages in an unspecified amount. On March 13, 2013, the court granted in part and denied in part defendants' motions for summary judgment, rejecting plaintiffs' theory of overarching collusion, but permitting plaintiffs' claims to proceed based on narrower theories. On October 21, 2013, plaintiffs moved for class certification.

**RALI Pass-Through Certificates Litigation.**

GS&Co. is among numerous underwriters named as defendants in a putative securities class action initially filed in September 2008 in New York Supreme Court, and subsequently removed to the U.S. District Court for the Southern District of New York. As to the underwriters, plaintiffs allege that the offering documents in connection with various offerings of mortgage-backed pass-through certificates violated the disclosure requirements of the federal securities laws. In addition to the underwriters, the defendants include Residential Capital, LLC (ResCap), Residential Accredited Loans, Inc. (RALI), Residential Funding Corporation (RFC), Residential Funding Securities Corporation (RFSC), and certain of their officers and directors. On January 3, 2013, the district court certified a class in connection with one offering underwritten by GS&Co. which includes only initial purchasers who bought the securities directly from the underwriters or their agents no later than ten trading days after the offering date. On April 30, 2013, the district court granted in part plaintiffs' request to reinstate a number of the previously dismissed claims relating to an additional nine offerings underwritten by GS&Co. On May 10, 2013, the plaintiffs filed an amended complaint incorporating those nine additional offerings. On December 27, 2013, the court granted the plaintiffs' motion for class certification as to the nine additional offerings but denied the plaintiffs' motion to expand the time period and scope covered by the previous class definition. On January 10, 2014, defendants petitioned for leave to appeal the December 27, 2013 class certification order.

GS&Co. underwrote approximately \$5.57 billion principal amount of securities to all purchasers in the offerings included in the amended complaint. On May 14, 2012, ResCap, RALI and RFC filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York. On June 28, 2013, the district court entered a final order and judgment approving a settlement between plaintiffs and ResCap, RALI, RFC, RFSC and their officers and directors named as defendants in the action.

**MF Global Securities Litigation.**

GS&Co. is among numerous underwriters named as defendants in class action complaints filed in the U.S. District Court for the Southern District of New York commencing November 18, 2011. These complaints generally allege that the offering materials for two offerings of MF Global Holdings Ltd. convertible notes (aggregating approximately \$575 million in principal amount) in February 2011 and July 2011, among other things, failed to describe adequately the nature, scope and risks of MF Global's exposure to European sovereign debt, in violation of the disclosure requirements of the federal securities laws. On November 12, 2013, the court denied the defendants' motions to dismiss the amended complaint. GS&Co. underwrote an aggregate principal amount of approximately \$214 million of the notes. On October 31, 2011, MF Global Holdings Ltd. filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court in Manhattan, New York.

GS&Co. has also received inquiries from various governmental and regulatory bodies and self-regulatory organizations concerning certain transactions with MF Global prior to its bankruptcy filing. Goldman Sachs is cooperating with all such inquiries.

**Employment-Related Matters.**

On September 15, 2010, a putative class action was filed in the U.S. District for the Southern District of New York by three female former employees alleging that Group Inc. and GS&Co. have systematically discriminated against female employees in respect of compensation, promotion, assignments, mentoring and performance evaluations. The complaint alleges a class consisting of all female employees employed at specified levels by Group Inc. and GS&Co. since July 2002, and asserts claims under federal and New York City discrimination laws. The complaint seeks class action status, injunctive relief and unspecified amounts of compensatory, punitive and other damages. On July 17, 2012, the district court issued a decision granting in part Group Inc.'s and GS&Co.'s motion to strike certain of



## Notes to Consolidated Financial Statements

plaintiffs' class allegations on the ground that plaintiffs lacked standing to pursue certain equitable remedies and denying Group Inc.'s and GS&Co.'s motion to strike plaintiffs' class allegations in their entirety as premature. On March 21, 2013, the U.S. Court of Appeals for the Second Circuit held that arbitration should be compelled with one of the named plaintiffs, who as a managing director was a party to an arbitration agreement with the firm.

**Investment Management Services.** Group Inc. and certain of its affiliates are parties to various civil litigation and arbitration proceedings and other disputes with clients relating to losses allegedly sustained as a result of the firm's investment management services. These claims generally seek, among other things, restitution or other compensatory damages and, in some cases, punitive damages.

Goldman Sachs Asset Management International (GSAMI) is the defendant in an action filed on July 9, 2012 with the High Court of Justice in London by certain entities representing Vervoer, a Dutch pension fund, alleging that GSAMI was negligent in performing its duties as investment manager in connection with the allocation of the plaintiffs' funds among asset managers in accordance with asset allocations provided by plaintiffs and that GSAMI breached its contractual and common law duties to the plaintiffs. Specifically, plaintiffs allege that GSAMI caused their assets to be invested in unsuitable products for an extended period, thereby causing losses, and caused them to be under-exposed for a period of time to certain other investments that performed well, thereby resulting in foregone potential gains. The plaintiffs are seeking monetary damages up to €209 million.

**Financial Advisory Services.** Group Inc. and certain of its affiliates are from time to time parties to various civil litigation and arbitration proceedings and other disputes with clients and third parties relating to the firm's financial advisory activities. These claims generally seek, among other things, compensatory damages and, in some cases, punitive damages, and in certain cases allege that the firm did not appropriately disclose or deal with conflicts of interest.

**Credit Derivatives Antitrust Matters.** The European Commission announced in April 2011 that it was initiating proceedings to investigate further numerous financial services companies, including Group Inc., in connection with the supply of data related to credit default swaps and in connection with profit sharing and fee arrangements for clearing of credit default swaps, including potential anti-competitive practices. On July 1, 2013, the European Commission issued to those financial services companies a Statement of Objections alleging that they colluded to limit competition in the trading of exchange-traded unfunded credit derivatives and exchange trading of credit default swaps more generally, and setting out its process for

determining fines and other remedies. Group Inc.'s current understanding is that the proceedings related to profit sharing and fee arrangements for clearing of credit default swaps have been suspended indefinitely. The firm has received civil investigative demands from the U.S. Department of Justice (DOJ) for information on similar matters. Goldman Sachs is cooperating with the investigations and reviews.

GS&Co. and Group Inc. are among the numerous defendants in putative antitrust class actions relating to credit derivatives, filed beginning in May 2013 and consolidated in the U.S. District Court for the Southern District of New York. The complaints generally allege that defendants violated federal antitrust laws by conspiring to forestall the development of alternatives to over-the-counter trading of credit derivatives and maintain inflated bid-ask spreads for credit derivatives trading. The complaints seek declaratory and injunctive relief as well as treble damages in an unspecified amount. On January 31, 2014, the plaintiffs filed a consolidated amended complaint.

**Libya-Related Litigation.** GSI is the defendant in an action filed on January 21, 2014 with the High Court of Justice in London by the Libyan Investment Authority, relating to nine derivative transactions between the plaintiff and GSI and seeking, among other things, rescission of the transactions and unspecified equitable compensation and damages exceeding \$1 billion.

**European Commission Price-Fixing Matter.** On July 5, 2011, the European Commission issued a Statement of Objections to Group Inc. raising allegations of an industry-wide conspiracy to fix prices for power cables, including by an Italian cable company in which certain Goldman Sachs-affiliated investment funds held ownership interests from 2005 to 2009. The Statement of Objections proposes to hold Group Inc. jointly and severally liable for some or all of any fine levied against the cable company under the concept of parental liability under EU competition law.

**Municipal Securities Matters.** GS&Co. (along with, in some cases, other financial services firms) is named as respondent in a number of FINRA arbitrations filed by municipalities, municipal-owned entities, state-owned agencies or instrumentalities and non-profit entities, based on GS&Co.'s role as underwriter of the claimants' issuances of an aggregate of over \$2.4 billion of auction rate securities from 2003 through 2007 and as a broker-dealer with respect to auctions for these securities. The claimants generally allege that GS&Co. failed to disclose that it had a practice of placing cover bids in auctions, and failed to inform the claimant of the deterioration of the auction rate market beginning in the fall of 2007, and that, as a result, the claimant was forced to engage in a series of expensive

## Notes to Consolidated Financial Statements

refinancing and conversion transactions after the failure of the auction market in February 2008. Certain claimants also allege that GS&Co. advised them to enter into interest rate swaps in connection with their auction rate securities issuances, causing them to incur additional losses. The claims include breach of fiduciary duty, fraudulent concealment, negligent misrepresentation, breach of contract, violations of the Exchange Act and state securities laws, and breach of duties under the rules of the Municipal Securities Rulemaking Board and the NASD. One claimant has also filed a complaint against GS&Co. in federal court asserting the same claims as in the FINRA arbitration.

GS&Co. filed complaints and motions in federal court seeking to enjoin certain of the arbitrations pursuant to the exclusive forum selection clauses in the transaction documents, which have been denied in one case and granted in others, and in each case has been appealed.

**Commodities-Related Litigation.** Group Inc. and its subsidiaries, GS Power Holdings LLC and Metro International Trade Services LLC, are among the defendants in a number of putative class actions filed beginning on August 1, 2013 and consolidated in the U.S. District Court for the Southern District of New York. The complaints generally allege violation of federal antitrust laws and other federal and state laws in connection with the management of aluminum storage facilities. The complaints seek declaratory, injunctive and other equitable relief as well as unspecified monetary damages, including treble damages.

**Currencies-Related Litigation.** GS&Co. and Group Inc. are among the defendants named in several putative antitrust class actions relating to trading in the foreign exchange markets, filed since December 2013 in the U.S. District Court for the Southern District of New York. The complaints generally allege that defendants violated federal antitrust laws in connection with an alleged conspiracy to manipulate the foreign currency exchange markets and seek declaratory and injunctive relief as well as treble damages in an unspecified amount.

**Regulatory Investigations and Reviews and Related Litigation.** Group Inc. and certain of its affiliates are subject to a number of other investigations and reviews by, and in some cases have received subpoenas and requests for documents and information from, various governmental and regulatory bodies and self-regulatory organizations and litigation relating to various matters relating to the firm's businesses and operations, including:

- the 2008 financial crisis;
- the public offering process;
- the firm's investment management and financial advisory services;
- conflicts of interest;
- research practices, including research independence and interactions between research analysts and other firm personnel, including investment banking personnel, as well as third parties;
- transactions involving municipal securities, including wall-cross procedures and conflict of interest disclosure with respect to state and municipal clients, the trading and structuring of municipal derivative instruments in connection with municipal offerings, political contribution rules, underwriting of Build America Bonds, municipal advisory services and the possible impact of credit default swap transactions on municipal issuers;
- the sales, trading and clearance of corporate and government securities, currencies, commodities and other financial products and related activities, including compliance with the SEC's short sale rule, algorithmic and quantitative trading, futures trading, options trading, transaction reporting, technology systems and controls, securities lending practices, trading and clearance of credit derivative instruments, commodities activities and metals storage, private placement practices, allocations of and trading in fixed-income securities, trading activities and communications in connection with the establishment of benchmark rates and compliance with the U.S. Foreign Corrupt Practices Act; and
- insider trading, the potential misuse of material nonpublic information regarding private company and governmental developments and the effectiveness of the firm's insider trading controls and information barriers.

Goldman Sachs is cooperating with all such regulatory investigations and reviews.

**Notes to Consolidated Financial Statements****Note 28.****Employee Benefit Plans**

The firm sponsors various pension plans and certain other postretirement benefit plans, primarily healthcare and life insurance. The firm also provides certain benefits to former or inactive employees prior to retirement.

**Defined Benefit Pension Plans and Postretirement Plans**

Employees of certain non-U.S. subsidiaries participate in various defined benefit pension plans. These plans generally provide benefits based on years of credited service and a percentage of the employee's eligible compensation. The firm maintains a defined benefit pension plan for certain U.K. employees. As of April 2008, the U.K. defined benefit plan was closed to new participants, but continues to accrue benefits for existing participants. These plans do not have a material impact on the firm's consolidated results of operations.

The firm also maintains a defined benefit pension plan for substantially all U.S. employees hired prior to November 1, 2003. As of November 2004, this plan was closed to new participants and frozen such that existing participants would not accrue any additional benefits. In addition, the firm maintains unfunded postretirement benefit plans that provide medical and life insurance for eligible retirees and their dependents covered under these programs. These plans do not have a material impact on the firm's consolidated results of operations.

The firm recognizes the funded status of its defined benefit pension and postretirement plans, measured as the difference between the fair value of the plan assets and the benefit obligation, in the consolidated statements of financial condition. As of December 2013, "Other assets" and "Other liabilities and accrued expenses" included \$179 million (related to overfunded pension plans) and \$482 million, respectively, related to these plans. As of December 2012, "Other assets" and "Other liabilities and accrued expenses" included \$225 million (related to overfunded pension plans) and \$645 million, respectively, related to these plans.

**Defined Contribution Plans**

The firm contributes to employer-sponsored U.S. and non-U.S. defined contribution plans. The firm's contribution to these plans was \$219 million for 2013, \$221 million for 2012 and \$225 million for 2011.

**Note 29.****Employee Incentive Plans**

The cost of employee services received in exchange for a share-based award is generally measured based on the grant-date fair value of the award. Share-based awards that do not require future service (i.e., vested awards, including awards granted to retirement-eligible employees) are expensed immediately. Share-based awards that require future service are amortized over the relevant service period. Expected forfeitures are included in determining share-based employee compensation expense.

The firm pays cash dividend equivalents on outstanding RSUs. Dividend equivalents paid on RSUs are generally charged to retained earnings. Dividend equivalents paid on RSUs expected to be forfeited are included in compensation expense. The firm accounts for the tax benefit related to dividend equivalents paid on RSUs as an increase to additional paid-in capital.

The firm generally issues new shares of common stock upon delivery of share-based awards. In certain cases, primarily related to conflicted employment (as outlined in the applicable award agreements), the firm may cash settle share-based compensation awards accounted for as equity instruments. For these awards, whose terms allow for cash settlement, additional paid-in capital is adjusted to the extent of the difference between the value of the award at the time of cash settlement and the grant-date value of the award.

**Stock Incentive Plan**

The firm sponsors a stock incentive plan, The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (2013 SIP), which provides for grants of incentive stock options, nonqualified stock options, stock appreciation rights, dividend equivalent rights, restricted stock, RSUs, and other share-based awards, each of which may be subject to performance conditions. On May 23, 2013, shareholders approved the 2013 SIP. The 2013 SIP replaces The Goldman Sachs Amended and Restated Stock Incentive Plan (SIP) previously in effect, and applies to awards granted on or after the date of approval.

**Notes to Consolidated Financial Statements**

The total number of shares of common stock that may be delivered pursuant to awards granted under the 2013 SIP cannot exceed 60 million shares, subject to adjustment for certain changes in corporate structure as permitted under the 2013 SIP. The 2013 SIP will terminate on the date of the annual meeting of shareholders that occurs in 2016. As of December 2013, 59.3 million shares were available for grant under the 2013 SIP.

**Restricted Stock Units**

The firm grants RSUs to employees under the 2013 SIP, which are valued based on the closing price of the underlying shares on the date of grant after taking into account a liquidity discount for any applicable post-vesting transfer restrictions. RSUs generally vest and underlying shares of common stock deliver as outlined in the applicable RSU agreements. Employee RSU agreements generally provide that vesting is accelerated in certain circumstances, such as on retirement, death, disability and conflicted employment. Delivery of the underlying shares of common stock is conditioned on the grantees satisfying certain vesting and other requirements outlined in the award agreements. The table below presents the activity related to RSUs.

	Restricted Stock Units Outstanding		Weighted Average Grant-Date Fair Value of Restricted Stock Units Outstanding	
	Future Service Required	No Future Service Required	Future Service Required	No Future Service Required
Outstanding, December 2012	8,689,521 <sup>4</sup>	15,390,351	\$116.07	\$121.99
Granted <sup>1,2</sup>	<b>6,230,961</b>	<b>11,226,808</b>	<b>125.49</b>	<b>120.98</b>
Forfeited	<b>(785,926)</b>	<b>(152,194)</b>	<b>120.54</b>	<b>117.56</b>
Delivered <sup>3</sup>	—	<b>(11,369,831)</b>	—	<b>129.01</b>
Vested <sup>2,4</sup>	<b>(5,907,687)</b>	<b>5,907,687</b>	<b>121.45</b>	<b>121.45</b>
<b>Outstanding, December 2013</b>	<b>8,226,869<sup>4</sup></b>	<b>21,002,821</b>	<b>118.91</b>	<b>117.53</b>

1. The weighted average grant-date fair value of RSUs granted during 2013, 2012 and 2011 was \$122.59, \$84.72 and \$141.21, respectively. The fair value of the RSUs granted during 2013, 2012 and 2011 includes a liquidity discount of 13.7%, 21.7% and 12.7%, respectively, to reflect post-vesting transfer restrictions of up to 4 years.

2. The aggregate fair value of awards that vested during 2013, 2012 and 2011 was \$2.26 billion, \$1.57 billion and \$2.40 billion, respectively.

3. Includes RSUs that were cash settled.

4. Includes restricted stock subject to future service requirements as of December 2013 and December 2012 of 4,768 and 276,317 shares, respectively. 271,549 shares of restricted stock vested during 2013.

In the first quarter of 2014, the firm granted to its employees 13.8 million year-end RSUs, of which 4.2 million RSUs require future service as a condition of delivery. These awards are subject to additional conditions as outlined in the award agreements. Generally, shares underlying these awards, net of required withholding tax, deliver over a three-year period but are subject to post-vesting transfer restrictions through January 2019. These grants are not included in the above table.

**Stock Options**

Stock options generally vest as outlined in the applicable stock option agreement. No options have been granted since 2010. In general, options expire on the tenth anniversary of the grant date, although they may be subject to earlier termination or cancellation under certain circumstances in accordance with the terms of the applicable stock option agreement and the SIP in effect at the time of grant.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

The table below presents the activity related to stock options.

	Options Outstanding	Weighted Average Exercise Price	Aggregate Intrinsic Value (in millions)	Weighted Average Remaining Life (years)
Outstanding, December 2012	43,217,111	\$ 99.51	\$1,672	5.55
Exercised	<b>(579,066)</b>	<b>112.43</b>		
Forfeited	<b>(71,865)</b>	<b>78.78</b>		
Expired	<b>(939)</b>	<b>96.08</b>		
<b>Outstanding, December 2013</b>	<b>42,565,241</b>	<b>99.37</b>	<b>3,465</b>	<b>4.60</b>
<b>Exercisable, December 2013</b>	<b>42,565,241</b>	<b>99.37</b>	<b>3,465</b>	<b>4.60</b>

The total intrinsic value of options exercised during 2013, 2012 and 2011 was \$26 million, \$151 million and \$143 million, respectively. The table below presents options outstanding.

Exercise Price	Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Life (years)
\$ 75.00 - \$ 89.99	<b>34,002,081</b>	<b>\$ 78.78</b>	<b>5.00</b>
90.00 - 119.99	—	—	—
120.00 - 134.99	<b>2,527,036</b>	<b>131.64</b>	<b>1.92</b>
135.00 - 149.99	—	—	—
150.00 - 164.99	<b>55,000</b>	<b>154.16</b>	<b>0.17</b>
165.00 - 194.99	—	—	—
195.00 - 209.99	<b>5,981,124</b>	<b>202.27</b>	<b>3.48</b>
<b>Outstanding, December 2013</b>	<b>42,565,241</b>	<b>99.37</b>	<b>4.60</b>

As of December 2013, there was \$475 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements. This cost is expected to be recognized over a weighted average period of 1.54 years.

The table below presents the share-based compensation and the related excess tax benefit/(provision).

in millions	Year Ended December		
	2013	2012	2011
Share-based compensation	<b>\$2,039</b>	\$1,338	\$2,843
Excess net tax benefit related to options exercised	<b>3</b>	53	55
Excess net tax benefit/(provision) related to share-based awards <sup>1</sup>	<b>94</b>	(11)	138

1. Represents the net tax benefit/(provision) recognized in additional paid-in capital on stock options exercised and the delivery of common stock underlying share-based awards.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Notes to Consolidated Financial Statements**

**Note 30.**

**Parent Company**

**Group Inc. — Condensed Statements of Earnings**

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Revenues</b>			
Dividends from bank subsidiaries	\$2,000	\$ —	\$ 1,000
Dividends from nonbank subsidiaries	4,176	3,622	4,967
Undistributed earnings of subsidiaries	1,086	3,682	481
Other revenues	2,209	1,567	(3,381)
Total non-interest revenues	9,471	8,871	3,067
Interest income	4,048	4,751	4,547
Interest expense	4,161	4,287	3,917
Net interest income/(expense)	(113)	464	630
Net revenues, including net interest income/(expense)	9,358	9,335	3,697
<b>Operating expenses</b>			
Compensation and benefits	403	452	300
Other expenses	424	448	252
Total operating expenses	827	900	552
Pre-tax earnings	8,531	8,435	3,145
Provision/(benefit) for taxes	491	960	(1,297)
Net earnings	8,040	7,475	4,442
Preferred stock dividends	314	183	1,932
<b>Net earnings applicable to common shareholders</b>	<b>\$7,726</b>	<b>\$ 7,292</b>	<b>\$ 2,510</b>

**Group Inc. — Condensed Statements of Financial Condition**

<i>in millions</i>	As of December	
	2013	2012
<b>Assets</b>		
Cash and cash equivalents	\$ 17	\$ 14
Loans to and receivables from subsidiaries		
Bank subsidiaries	3,453	4,103
Nonbank subsidiaries <sup>1</sup>	171,566	174,609
Investments in subsidiaries and other affiliates		
Bank subsidiaries	20,041	20,671
Nonbank subsidiaries and other affiliates	53,353	52,646
Financial instruments owned, at fair value	16,065	19,132
Other assets	7,575	4,782
<b>Total assets</b>	<b>\$272,070</b>	<b>\$275,957</b>
<b>Liabilities and shareholders' equity</b>		
Payables to subsidiaries	\$ 489	\$ 657
Financial instruments sold, but not yet purchased, at fair value	421	301
Unsecured short-term borrowings		
With third parties <sup>2</sup>	30,611	29,898
With subsidiaries	4,289	4,253
Unsecured long-term borrowings		
With third parties <sup>3</sup>	153,576	158,761
With subsidiaries <sup>4</sup>	1,587	3,574
Other liabilities and accrued expenses	2,630	2,797
Total liabilities	193,603	200,241
<b>Commitments, contingencies and guarantees</b>		
<b>Shareholders' equity</b>		
Preferred stock	7,200	6,200
Common stock	8	8
Restricted stock units and employee stock options	3,839	3,298
Additional paid-in capital	48,998	48,030
Retained earnings	71,961	65,223
Accumulated other comprehensive loss	(524)	(193)
Stock held in treasury, at cost	(53,015)	(46,850)
Total shareholders' equity	78,467	75,716
<b>Total liabilities and shareholders' equity</b>	<b>\$272,070</b>	<b>\$275,957</b>

**Group Inc. — Condensed Statements of Cash Flows**

<i>in millions</i>	Year Ended December		
	2013	2012	2011
<b>Cash flows from operating activities</b>			
Net earnings	\$ 8,040	\$ 7,475	\$ 4,442
Adjustments to reconcile net earnings to net cash provided by operating activities			
Undistributed earnings of subsidiaries	(1,086)	(3,682)	(481)
Depreciation and amortization	15	15	14
Deferred income taxes	1,398	(1,258)	809
Share-based compensation	194	81	244
Changes in operating assets and liabilities			
Financial instruments owned, at fair value	(3,235)	2,197	7,387
Financial instruments sold, but not yet purchased, at fair value	183	(3)	(536)
Other, net	586	1,888	(2,408)
Net cash provided by operating activities	6,095	6,713	9,471
<b>Cash flows from investing activities</b>			
Purchase of property, leasehold improvements and equipment	(3)	(12)	(42)
Repayments/(issuances) of short-term loans by/(to) subsidiaries, net	(5,153)	6,584	20,319
Issuance of term loans to subsidiaries	(2,174)	(17,414)	(42,902)
Repayments of term loans by subsidiaries	7,063	18,715	21,850
Capital distributions from/(contributions to) subsidiaries, net	655	(298)	4,642
Net cash provided by/(used for) investing activities	388	7,575	3,867
<b>Cash flows from financing activities</b>			
Unsecured short-term borrowings, net	1,296	(2,647)	(727)
Proceeds from issuance of long-term borrowings	28,458	26,160	27,251
Repayment of long-term borrowings, including the current portion	(29,910)	(35,608)	(27,865)
Preferred stock repurchased	—	—	(3,857)
Common stock repurchased	(6,175)	(4,640)	(6,048)
Dividends and dividend equivalents paid on common stock, preferred stock and restricted stock units	(1,302)	(1,086)	(2,771)
Proceeds from issuance of preferred stock, net of issuance costs	991	3,087	—
Proceeds from issuance of common stock, including stock option exercises	65	317	368
Excess tax benefit related to share-based compensation	98	130	358
Cash settlement of share-based compensation	(1)	(1)	(40)
Net cash used for financing activities	(6,480)	(14,288)	(13,331)
Net increase/(decrease) in cash and cash equivalents	3	—	7
Cash and cash equivalents, beginning of year	14	14	7
<b>Cash and cash equivalents, end of year</b>	<b>\$ 17</b>	<b>\$ 14</b>	<b>\$ 14</b>

**SUPPLEMENTAL DISCLOSURES:**

Cash payments for third-party interest, net of capitalized interest, were \$2.78 billion, \$5.11 billion and \$3.83 billion for 2013, 2012 and 2011, respectively.

Cash payments for income taxes, net of refunds, were \$3.21 billion, \$1.59 billion and \$1.39 billion for 2013, 2012 and 2011, respectively.

**Non-cash activity:**

During 2011, \$103 million of common stock was issued in connection with the acquisition of GS Australia.

- Primarily includes overnight loans, the proceeds of which can be used to satisfy the short-term obligations of Group Inc.
- Includes \$5.83 billion and \$4.91 billion at fair value for 2013 and 2012, respectively.
- Includes \$8.67 billion and \$8.19 billion at fair value for 2013 and 2012, respectively.
- Unsecured long-term borrowings with subsidiaries by maturity date are \$213 million in 2015, \$136 million in 2016, \$150 million in 2017, \$71 million in 2018, and \$1.02 billion in 2019-thereafter.

**Supplemental Financial Information****Quarterly Results (unaudited)**

The following represents the firm's unaudited quarterly results for 2013 and 2012. These quarterly results were prepared in accordance with U.S. GAAP and reflect all

adjustments that are, in the opinion of management, necessary for a fair statement of the results. These adjustments are of a normal, recurring nature.

	Three Months Ended			
	December 2013	September 2013	June 2013	March 2013
<i>in millions, except per share data</i>				
Non-interest revenues	\$7,981	\$5,882	\$7,786	\$ 9,165
Interest income	2,391	2,398	2,663	2,608
Interest expense	1,590	1,558	1,837	1,683
Net interest income	801	840	826	925
Net revenues, including net interest income	8,782	6,722	8,612	10,090
Operating expenses <sup>1</sup>	5,230	4,555	5,967	6,717
Pre-tax earnings	3,552	2,167	2,645	3,373
Provision for taxes	1,220	650	714	1,113
Net earnings	2,332	1,517	1,931	2,260
Preferred stock dividends	84	88	70	72
Net earnings applicable to common shareholders	\$2,248	\$1,429	\$1,861	\$ 2,188
Earnings per common share				
Basic	\$ 4.80	\$ 3.07	\$ 3.92	\$ 4.53
Diluted	4.60	2.88	3.70	4.29
Dividends declared per common share	0.55	0.50	0.50	0.50

	Three Months Ended			
	December 2012	September 2012	June 2012	March 2012
<i>in millions, except per share data</i>				
Non-interest revenues	\$8,263	\$7,515	\$5,537	\$ 8,968
Interest income	2,864	2,629	3,055	2,833
Interest expense	1,891	1,793	1,965	1,852
Net interest income	973	836	1,090	981
Net revenues, including net interest income	9,236	8,351	6,627	9,949
Operating expenses <sup>1</sup>	4,923	6,053	5,212	6,768
Pre-tax earnings	4,313	2,298	1,415	3,181
Provision for taxes	1,421	786	453	1,072
Net earnings	2,892	1,512	962	2,109
Preferred stock dividends	59	54	35	35
Net earnings applicable to common shareholders	\$2,833	\$1,458	\$ 927	\$ 2,074
Earnings per common share				
Basic	\$ 5.87	\$ 2.95	\$ 1.83	\$ 4.05
Diluted	5.60	2.85	1.78	3.92
Dividends declared per common share	0.50	0.46	0.46	0.35

1. The timing and magnitude of changes in the firm's discretionary compensation accruals can have a significant effect on results in a given quarter.

**Supplemental Financial Information**

**Common Stock Price Range**

The table below presents the high and low sales prices per share of the firm’s common stock.

	Year Ended December					
	2013		2012		2011	
	High	Low	High	Low	High	Low
First quarter	<b>\$159.00</b>	<b>\$129.62</b>	\$128.72	\$ 92.42	\$175.34	\$153.26
Second quarter	<b>168.20</b>	<b>137.29</b>	125.54	90.43	164.40	128.30
Third quarter	<b>170.00</b>	<b>149.28</b>	122.60	91.15	139.25	91.40
Fourth quarter	<b>177.44</b>	<b>152.83</b>	129.72	113.84	118.07	84.27

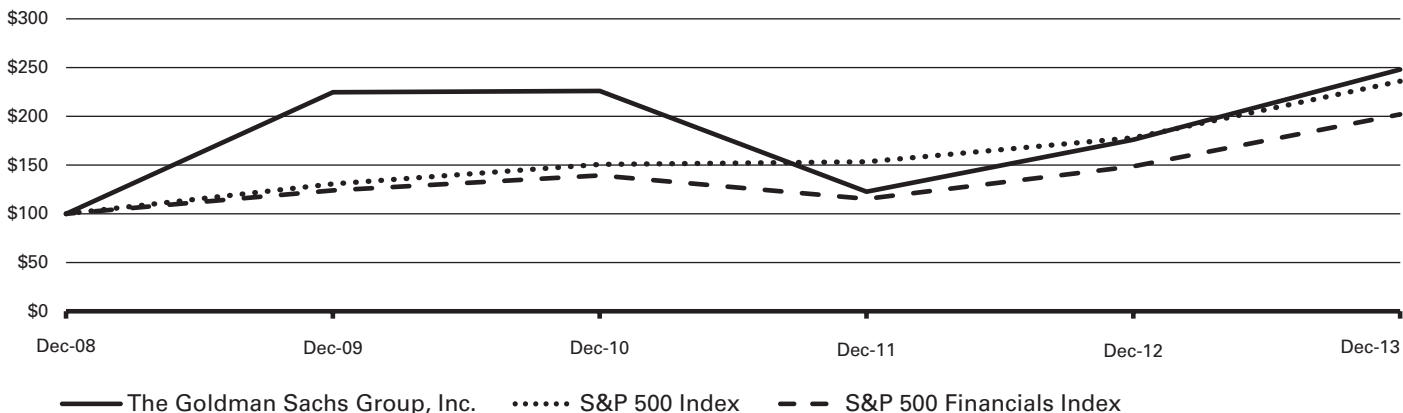
As of February 14, 2014, there were 11,661 holders of record of the firm’s common stock.

On February 14, 2014, the last reported sales price for the firm’s common stock on the New York Stock Exchange was \$163.72 per share.

**Common Stock Performance**

The following graph compares the performance of an investment in the firm’s common stock from December 26, 2008 (the last trading day before the firm’s 2009 fiscal year) through December 31, 2013, with the S&P 500 Index and the S&P 500 Financials Index. The graph assumes \$100 was invested on December 26, 2008 in

each of the firm’s common stock, the S&P 500 Index and the S&P 500 Financials Index, and the dividends were reinvested on the date of payment without payment of any commissions. The performance shown in the graph represents past performance and should not be considered an indication of future performance.



The table below shows the cumulative total returns in dollars of the firm’s common stock, the S&P 500 Index and the S&P 500 Financials Index for Goldman Sachs’ last five fiscal year ends, assuming \$100 was invested on December 26, 2008 in each of the firm’s common stock, the

S&P 500 Index and the S&P 500 Financials Index, and the dividends were reinvested on the date of payment without payment of any commissions. The performance shown in the table represents past performance and should not be considered an indication of future performance.

	12/26/08	12/31/09	12/31/10	12/31/11	12/31/12	12/31/13
The Goldman Sachs Group, Inc.	\$100.00	\$224.98	\$226.19	\$123.05	\$176.42	<b>\$248.36</b>
S&P 500 Index	100.00	130.93	150.65	153.83	178.42	<b>236.20</b>
S&P 500 Financials Index	100.00	124.38	139.47	115.67	148.92	<b>201.92</b>



THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Supplemental Financial Information**

**Selected Financial Data**

	For the Year Ended or as of December				
	2013	2012	2011	2010	2009
<i>Income statement data (in millions)</i>					
Non-interest revenues	\$ 30,814	\$ 30,283	\$ 23,619	\$ 33,658	\$ 37,766
Interest income	10,060	11,381	13,174	12,309	13,907
Interest expense	6,668	7,501	7,982	6,806	6,500
Net interest income	3,392	3,880	5,192	5,503	7,407
Net revenues, including net interest income	34,206	34,163	28,811	39,161	45,173
Compensation and benefits	12,613	12,944	12,223	15,376	16,193
U.K. bank payroll tax	—	—	—	465	—
Non-compensation expenses	9,856	10,012	10,419	10,428	9,151
Pre-tax earnings	\$ 11,737	\$ 11,207	\$ 6,169	\$ 12,892	\$ 19,829
<i>Balance sheet data (in millions)</i>					
Total assets	\$911,507	\$938,555	\$923,225	\$911,332	\$848,942
Other secured financings (long-term)	7,524	8,965	8,179	13,848	11,203
Unsecured long-term borrowings	160,965	167,305	173,545	174,399	185,085
Total liabilities	833,040	862,839	852,846	833,976	778,228
Total shareholders' equity	78,467	75,716	70,379	77,356	70,714
<i>Common share data (in millions, except per share amounts)</i>					
Earnings per common share					
Basic	\$ 16.34	\$ 14.63	\$ 4.71	\$ 14.15	\$ 23.74
Diluted	15.46	14.13	4.51	13.18	22.13
Dividends declared per common share	2.05	1.77	1.40	1.40	1.05
Book value per common share <sup>1</sup>	152.48	144.67	130.31	128.72	117.48
Average common shares outstanding					
Basic	471.3	496.2	524.6	542.0	512.3
Diluted	499.6	516.1	556.9	585.3	550.9
<i>Selected data (unaudited)</i>					
Total staff					
Americas	16,600	16,400	17,200	19,900	18,900
Non-Americas	16,300	16,000	16,100	15,800	13,600
Total staff	32,900	32,400	33,300	35,700	32,500
<i>Assets under supervision (in billions)</i>					
Asset class					
Alternative investments	\$ 142	\$ 151	\$ 148	\$ 150	\$ 148
Equity	208	153	147	162	160
Fixed income	446	411	353	346	328
Long-term assets under supervision	796	715	648	658	636
Liquidity products	246	250	247	259	319
Total assets under supervision	\$ 1,042	\$ 965	\$ 895	\$ 917	\$ 955

1. Book value per common share is based on common shares outstanding, including RSUs granted to employees with no future service requirements, of 467.4 million, 480.5 million, 516.3 million, 546.9 million and 542.7 million as of December 2013, December 2012, December 2011, December 2010 and December 2009, respectively.

## Supplemental Financial Information

## Statistical Disclosures

## Distribution of Assets, Liabilities and Shareholders' Equity

The table below presents a summary of consolidated average balances and interest rates.

in millions, except rates	For the Year Ended December								
	2013			2012			2011		
	Average balance	Interest	Average rate	Average balance	Interest	Average rate	Average balance	Interest	Average rate
<b>Assets</b>									
Deposits with banks	\$ 61,921	\$ 186	0.30%	\$ 52,500	\$ 156	0.30%	\$ 38,039	\$ 125	0.33%
U.S.	56,848	167	0.29	49,123	132	0.27	32,770	95	0.29
Non-U.S.	5,073	19	0.37	3,377	24	0.71	5,269	30	0.57
Securities borrowed, securities purchased under agreements to resell and federal funds sold	327,748	43	0.01	331,828	(77)	(0.02)	351,896	666	0.19
U.S.	198,677	(289)	(0.15)	191,166	(431)	(0.23)	219,240	(249)	(0.11)
Non-U.S.	129,071	332	0.26	140,662	354	0.25	132,656	915	0.69
Financial instruments owned, at fair value <sup>1,2</sup>	292,965	8,159	2.78	310,982	9,817	3.16	287,322	10,718	3.73
U.S.	182,158	5,353	2.94	190,490	6,548	3.44	183,920	7,477	4.07
Non-U.S.	110,807	2,806	2.53	120,492	3,269	2.71	103,402	3,241	3.13
Other interest-earning assets <sup>3</sup>	149,071	1,672	1.12	136,427	1,485	1.09	143,270	1,665	1.16
U.S.	91,495	1,064	1.16	90,071	974	1.08	99,042	915	0.92
Non-U.S.	57,576	608	1.06	46,356	511	1.10	44,228	750	1.70
<b>Total interest-earning assets</b>	<b>831,705</b>	<b>10,060</b>	<b>1.21</b>	<b>831,737</b>	<b>11,381</b>	<b>1.37</b>	<b>820,527</b>	<b>13,174</b>	<b>1.61</b>
Cash and due from banks	6,212			7,357			4,987		
Other non-interest-earning assets <sup>2</sup>	106,095			107,702			118,901		
<b>Total assets</b>	<b>\$944,012</b>			<b>\$946,796</b>			<b>\$944,415</b>		
<b>Liabilities</b>									
Interest-bearing deposits	\$ 69,707	\$ 387	0.56%	\$ 56,399	\$ 399	0.71%	\$ 40,266	\$ 280	0.70%
U.S.	60,824	352	0.58	48,668	362	0.74	33,234	243	0.73
Non-U.S.	8,883	35	0.39	7,731	37	0.48	7,032	37	0.53
Securities loaned and securities sold under agreements to repurchase	178,686	576	0.32	177,550	822	0.46	171,753	905	0.53
U.S.	114,884	242	0.21	121,145	380	0.31	110,235	280	0.25
Non-U.S.	63,802	334	0.52	56,405	442	0.78	61,518	625	1.02
Financial instruments sold, but not yet purchased, at fair value <sup>1,2</sup>	92,913	2,054	2.21	94,740	2,438	2.57	102,282	2,464	2.41
U.S.	37,923	671	1.77	41,436	852	2.06	52,065	984	1.89
Non-U.S.	54,990	1,383	2.52	53,304	1,586	2.98	50,217	1,480	2.95
Short-term borrowings <sup>4</sup>	60,926	394	0.65	70,359	581	0.83	78,497	526	0.67
U.S.	40,511	365	0.90	47,614	479	1.01	50,659	431	0.85
Non-U.S.	20,415	29	0.14	22,745	102	0.45	27,838	95	0.34
Long-term borrowings <sup>4</sup>	174,195	3,752	2.15	176,698	3,736	2.11	186,148	3,439	1.85
U.S.	168,106	3,635	2.16	170,163	3,582	2.11	179,004	3,235	1.81
Non-U.S.	6,089	117	1.92	6,535	154	2.36	7,144	204	2.86
Other interest-bearing liabilities <sup>5</sup>	203,482	(495)	(0.24)	206,790	(475)	(0.23)	203,940	368	0.18
U.S.	144,888	(904)	(0.62)	150,986	(988)	(0.65)	149,958	(535)	(0.36)
Non-U.S.	58,594	409	0.70	55,804	513	0.92	53,982	903	1.67
<b>Total interest-bearing liabilities</b>	<b>779,909</b>	<b>6,668</b>	<b>0.85</b>	<b>782,536</b>	<b>7,501</b>	<b>0.96</b>	<b>782,886</b>	<b>7,982</b>	<b>1.02</b>
Non-interest-bearing deposits	655			324			140		
Other non-interest-bearing liabilities <sup>2</sup>	86,095			91,406			88,681		
<b>Total liabilities</b>	<b>866,659</b>			<b>874,266</b>			<b>871,707</b>		
<b>Shareholders' equity</b>									
Preferred stock	6,892			4,392			3,990		
Common stock	70,461			68,138			68,718		
<b>Total shareholders' equity</b>	<b>77,353</b>			<b>72,530</b>			<b>72,708</b>		
<b>Total liabilities and shareholders' equity</b>	<b>\$944,012</b>			<b>\$946,796</b>			<b>\$944,415</b>		
Interest rate spread			0.36%			0.41%			0.59%
Net interest income and net yield on interest-earning assets		\$ 3,392	0.41		\$ 3,880	0.47		\$ 5,192	0.63
U.S.		1,934	0.37		2,556	0.49		3,600	0.67
Non-U.S.		1,458	0.48		1,324	0.43		1,592	0.56
<b>Percentage of interest-earning assets and interest-bearing liabilities attributable to non-U.S. operations<sup>6</sup></b>									
Assets			36.37%			37.38%			34.80%
Liabilities			27.28			25.88			26.53

## **Supplemental Financial Information**

1. Consists of cash financial instruments, including equity securities and convertible debentures.
2. Derivative instruments and commodities are included in other non-interest-earning assets and other non-interest-bearing liabilities.
3. Primarily consists of cash and securities segregated for regulatory and other purposes and certain receivables from customers and counterparties.
4. Interest rates include the effects of interest rate swaps accounted for as hedges.
5. Primarily consists of certain payables to customers and counterparties.
6. Assets, liabilities and interest are attributed to U.S. and non-U.S. based on the location of the legal entity in which the assets and liabilities are held.

**Supplemental Financial Information****Changes in Net Interest Income, Volume and Rate Analysis**

The table below presents an analysis of the effect on net interest income of volume and rate changes. In this analysis,

changes due to volume/rate variance have been allocated to volume.

<i>in millions</i>	For the Year Ended					
	December 2013 versus December 2012			December 2012 versus December 2011		
	Increase (decrease) due to change in:			Increase (decrease) due to change in:		
	Volume	Rate	Net change	Volume	Rate	Net change
<b>Interest-earning assets</b>						
Deposits with banks	\$ 29	\$ 1	\$ 30	\$ 32	\$ (1)	\$ 31
U.S.	23	12	35	45	(8)	37
Non-U.S.	6	(11)	(5)	(13)	7	(6)
Securities borrowed, securities purchased under agreements to resell and federal funds sold	(41)	161	120	83	(826)	(743)
U.S.	(11)	153	142	63	(245)	(182)
Non-U.S.	(30)	8	(22)	20	(581)	(561)
Financial instruments owned, at fair value	(490)	(1,168)	(1,658)	689	(1,590)	(901)
U.S.	(245)	(950)	(1,195)	225	(1,154)	(929)
Non-U.S.	(245)	(218)	(463)	464	(436)	28
Other interest-earning assets	135	52	187	(74)	(106)	(180)
U.S.	17	73	90	(97)	156	59
Non-U.S.	118	(21)	97	23	(262)	(239)
<b>Change in interest income</b>	<b>(367)</b>	<b>(954)</b>	<b>(1,321)</b>	<b>730</b>	<b>(2,523)</b>	<b>(1,793)</b>
<b>Interest-bearing liabilities</b>						
Interest-bearing deposits	\$ 75	\$ (87)	\$ (12)	\$ 118	\$ 1	\$ 119
U.S.	70	(80)	(10)	115	4	119
Non-U.S.	5	(7)	(2)	3	(3)	–
Securities loaned and securities sold under agreements to repurchase	26	(272)	(246)	(6)	(77)	(83)
U.S.	(13)	(125)	(138)	34	66	100
Non-U.S.	39	(147)	(108)	(40)	(143)	(183)
Financial instruments sold, but not yet purchased, at fair value	(20)	(364)	(384)	(127)	101	(26)
U.S.	(62)	(119)	(181)	(219)	87	(132)
Non-U.S.	42	(245)	(203)	92	14	106
Short-term borrowings	(67)	(120)	(187)	(54)	109	55
U.S.	(64)	(50)	(114)	(31)	79	48
Non-U.S.	(3)	(70)	(73)	(23)	30	7
Long-term borrowings	(53)	69	16	(200)	497	297
U.S.	(44)	97	53	(186)	533	347
Non-U.S.	(9)	(28)	(37)	(14)	(36)	(50)
Other interest-bearing liabilities	57	(77)	(20)	10	(853)	(843)
U.S.	38	46	84	(7)	(446)	(453)
Non-U.S.	19	(123)	(104)	17	(407)	(390)
<b>Change in interest expense</b>	<b>18</b>	<b>(851)</b>	<b>(833)</b>	<b>(259)</b>	<b>(222)</b>	<b>(481)</b>
<b>Change in net interest income</b>	<b>\$(385)</b>	<b>\$ (103)</b>	<b>\$ (488)</b>	<b>\$ 989</b>	<b>\$(2,301)</b>	<b>\$(1,312)</b>

**Available-for-sale Securities Portfolio**

The table below presents the fair value of available-for-sale securities as of December 2012. Such assets related to the firm's reinsurance business, in which the firm sold a

majority stake in April 2013. See Note 3 for further information about this sale.

*in millions*

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<b>Available-for-sale securities, December 2012</b>				
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$ 467	\$ —	\$ —	\$ 467
U.S. government and federal agency obligations	814	47	(5)	856
Non-U.S. government and agency obligations	2	—	—	2
Mortgage and other asset-backed loans and securities	3,049	341	(8)	3,382
Corporate debt securities	3,409	221	(5)	3,625
State and municipal obligations	539	91	(1)	629
Other debt obligations	112	3	(2)	113
<b>Total available-for-sale securities</b>	<b>\$8,392</b>	<b>\$703</b>	<b>\$(21)</b>	<b>\$9,074</b>

The table below presents the fair value, amortized cost and weighted average yields of available-for-sale securities by

contractual maturity as of December 2012. Yields are calculated on a weighted average basis.

*\$ in millions*

	As of December 2012									
	Due in One Year or Less		Due After One Year Through Five Years		Due After Five Years Through Ten Years		Due After Ten Years		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
<b>Fair value of available-for-sale securities</b>										
Commercial paper, certificates of deposit, time deposits and other money market instruments	\$467	—%	\$ —	—%	\$ —	—%	\$ —	—%	\$ 467	—%
U.S. government and federal agency obligations	57	—	267	1	88	2	444	4	856	3
Non-U.S. government and agency obligations	—	—	—	—	—	—	2	4	2	4
Mortgage and other asset-backed loans and securities	4	3	218	5	23	6	3,137	6	3,382	6
Corporate debt securities	74	2	804	3	1,567	4	1,180	5	3,625	4
State and municipal obligations	—	—	10	5	—	—	619	6	629	6
Other debt obligations	18	1	6	1	5	5	84	4	113	3
<b>Total available-for-sale securities</b>	<b>\$620</b>		<b>\$1,305</b>		<b>\$1,683</b>		<b>\$5,466</b>		<b>\$9,074</b>	
Amortized cost of available-for-sale securities	\$617		\$1,267		\$1,593		\$4,915		\$8,392	

**Supplemental Financial Information****Deposits**

The table below presents a summary of the firm's interest-bearing deposits.

<i>in millions</i>	Average Balances		
	Year Ended December		
	2013	2012	2011
<b>U.S.:</b>			
Savings <sup>1</sup>	<b>\$39,411</b>	\$32,235	\$25,916
Time	<b>21,413</b>	16,433	7,318
Total U.S. deposits	<b>60,824</b>	48,668	33,234
<b>Non-U.S.:</b>			
Demand	<b>4,613</b>	5,318	5,378
Time	<b>4,270</b>	2,413	1,654
Total Non-U.S. deposits	<b>8,883</b>	7,731	7,032
<b>Total deposits</b>	<b>\$69,707</b>	\$56,399	\$40,266

	Average Interest Rates		
	Year Ended December		
	2013	2012	2011
<b>U.S.:</b>			
Savings <sup>1</sup>	<b>0.30%</b>	0.42%	0.42%
Time	<b>1.09</b>	1.38	1.84
Total U.S. deposits	<b>0.58</b>	0.74	0.73
<b>Non-U.S.:</b>			
Demand	<b>0.22</b>	0.30	0.46
Time	<b>0.59</b>	0.87	0.73
Total Non-U.S. deposits	<b>0.39</b>	0.48	0.53
<b>Total deposits</b>	<b>0.56</b>	0.71	0.70

1. Amounts are available for withdrawal upon short notice, generally within seven days.

**Ratios**

The table below presents selected financial ratios.

	Year Ended December		
	2013	2012	2011
Net earnings to average assets	<b>0.9%</b>	0.8%	0.5%
Return on average common shareholders' equity <sup>1</sup>	<b>11.0</b>	10.7	3.7
Return on average total shareholders' equity <sup>2</sup>	<b>10.4</b>	10.3	6.1
Total average equity to average assets	<b>8.2</b>	7.7	7.7
Dividend payout ratio <sup>3</sup>	<b>13.3</b>	12.5	31.0

1. Based on net earnings applicable to common shareholders divided by average monthly common shareholders' equity.

2. Based on net earnings divided by average monthly total shareholders' equity.

3. Dividends declared per common share as a percentage of diluted earnings per common share.

**Short-term and Other Borrowed Funds**

The table below presents a summary of the firm's securities loaned and securities sold under agreements to repurchase and short-term borrowings. These borrowings generally mature within one year of the financial statement date and include borrowings that are redeemable at the option of the holder within one year of the financial statement date.

<i>\$ in millions</i>	Securities Loaned and Securities Sold Under Agreements to Repurchase		
	As of December		
	2013	2012	2011
Amounts outstanding at year-end	<b>\$183,527</b>	\$185,572	\$171,684
Average outstanding during the year	<b>178,686</b>	177,550	171,753
Maximum month-end outstanding	<b>196,393</b>	198,456	190,453
<b>Weighted average interest rate</b>			
During the year	<b>0.32%</b>	0.46%	0.53%
At year-end	<b>0.28</b>	0.44	0.39

<i>\$ in millions</i>	Short-Term Borrowings <sup>1, 2</sup>		
	As of December		
	2013	2012	2011
Amounts outstanding at year-end	<b>\$ 61,982</b>	\$ 67,349	\$ 78,223
Average outstanding during the year	<b>60,926</b>	70,359	78,497
Maximum month-end outstanding	<b>66,978</b>	75,280	87,281
<b>Weighted average interest rate</b>			
During the year	<b>0.65%</b>	0.83%	0.67%
At year-end	<b>0.89</b>	0.79	0.92

1. Includes short-term secured financings of \$17.29 billion, \$23.05 billion and \$29.19 billion as of December 2013, December 2012 and December 2011, respectively.

2. The weighted average interest rates for these borrowings include the effect of hedging activities.

**Supplemental Financial Information****Cross-border Outstandings**

Cross-border outstandings are based on the Federal Financial Institutions Examination Council's (FFIEC) regulatory guidelines for reporting cross-border information and represent the amounts that the firm may not be able to obtain from a foreign country due to country-specific events, including unfavorable economic and political conditions, economic and social instability, and changes in government policies.

Credit exposure represents the potential for loss due to the default or deterioration in credit quality of a counterparty or an issuer of securities or other instruments the firm holds and is measured based on the potential loss in an event of non-payment by a counterparty. Credit exposure is reduced through the effect of risk mitigants, such as netting agreements with counterparties that permit the firm to offset receivables and payables with such counterparties or obtaining collateral from counterparties. The tables below do not include all the effects of such risk mitigants and do not represent the firm's credit exposure.

The tables below present cross-border outstandings and commitments for each country in which cross-border outstandings exceed 0.75% of consolidated assets in accordance with the FFIEC guidelines.

Cross-border outstandings in the tables below include cash, receivables, securities purchased under agreements to resell, securities borrowed and cash financial instruments, but exclude derivative instruments. Securities purchased under agreements to resell and securities borrowed are presented gross, without reduction for related securities collateral held, based on the domicile of the counterparty. Margin loans (included in receivables) are presented based on the amount of collateral advanced by the counterparty. Commitments in the table below primarily consist of commitments to extend credit and forward starting resale and securities borrowing agreements.

As of December 2013					
<i>in millions</i>	Banks	Governments	Other	Total cross-border outstandings	Commitments
<b>Country</b>					
Cayman Islands	\$ 12	\$ 1	\$35,969	\$35,982	\$ 1,671
Japan	23,026	123	11,981	35,130	5,086
France	12,427	2,871	16,567 <sup>1</sup>	31,865	12,060
Germany	5,148	4,336	7,793	17,277	4,716
Spain	7,002	2,281	2,491	11,774	1,069
United Kingdom	2,688	217	7,321	10,226	19,014
Netherlands	1,785	540	5,786	8,111	1,962

As of December 2012					
<i>in millions</i>	Banks	Governments	Other	Total cross-border outstandings	Commitments
<b>Country</b>					
Cayman Islands	\$ —	\$ —	\$39,283	\$39,283	\$ 1,088
France	6,991	2,370	23,161 <sup>1</sup>	32,522	18,846
Japan	16,679	19	8,908	25,606	9,635
Germany	4,012	10,976	7,912	22,900	4,887
Spain	3,790	4,237	1,816	9,843	473
Ireland	438	68	7,057	7,563 <sup>2</sup>	176
United Kingdom	1,422	237	5,874	7,533	20,327
China	2,564	1,265	3,564	7,393	—
Brazil	1,383	3,704	2,280	7,367	865
Switzerland	3,706	230	3,133	7,069	1,305

1. Primarily comprised of secured lending transactions with a clearing house which are secured by collateral.

2. Primarily comprised of interests in and receivables from funds domiciled in Ireland, but whose underlying investments are primarily located outside of Ireland, and secured lending transactions.

THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES  
**Supplemental Financial Information**

As of December 2011

<i>in millions</i>	Banks	Governments	Other	Total cross-border outstandings	Commitments
<b>Country</b>					
France	\$ 5,343	\$ 2,859	\$32,349 <sup>1</sup>	\$40,551	\$14,256
Cayman Islands	—	—	33,742	33,742	3,434
Japan	18,745	31	6,457	25,233	11,874
Germany	5,458	16,089	3,162	24,709	4,010
United Kingdom	2,111	3,349	5,243	10,703	26,588
Italy	6,143	3,054	841	10,038 <sup>3</sup>	435
Ireland	1,148	63	8,801 <sup>2</sup>	10,012	35
China	6,722	38	2,908	9,668	—
Switzerland	3,836	40	5,112	8,988	532
Canada	676	1,019	6,841	8,536	1,125
Australia	1,597	470	5,209	7,276	397

1. Primarily comprised of secured lending transactions with a clearing house which are secured by collateral.
2. Primarily comprised of interests in and receivables from funds domiciled in Ireland, but whose underlying investments are primarily located outside of Ireland, and secured lending transactions.
3. Primarily comprised of secured lending transactions which are primarily secured by German government obligations.



## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

There were no changes in or disagreements with accountants on accounting and financial disclosure during the last two years.

### **Item 9A. Controls and Procedures**

As of the end of the period covered by this report, an evaluation was carried out by Goldman Sachs' management, with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that these disclosure controls and procedures were effective as of the end of the period covered by this report. In addition, no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) occurred during the fourth quarter of our year ended December 31, 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting and the Report of Independent Registered Public Accounting Firm are set forth in Part II, Item 8 of the 2013 Form 10-K.

### **Item 9B. Other Information**

Not applicable.

## **PART III**

### **Item 10. Directors, Executive Officers and Corporate Governance**

Information relating to our executive officers is included on page 41 of the 2013 Form 10-K. Information relating to our directors, including our audit committee and audit committee financial experts and the procedures by which shareholders can recommend director nominees, and our executive officers will be in our definitive Proxy Statement for our 2014 Annual Meeting of Shareholders, which will be filed within 120 days of the end of 2013 (2014 Proxy Statement) and is incorporated herein by reference. Information relating to our Code of Business Conduct and Ethics, which applies to our senior financial officers, is included under "Available Information" in Part I, Item 1 of the 2013 Form 10-K.

### **Item 11. Executive Compensation**

Information relating to our executive officer and director compensation and the compensation committee of the Board will be in the 2014 Proxy Statement and is incorporated herein by reference.

## Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information relating to security ownership of certain beneficial owners of our common stock and information relating to the security ownership of our management will be in the 2014 Proxy Statement and is incorporated herein by reference.

The following table provides information as of December 31, 2013, the last day of 2013, regarding securities to be issued on exercise of outstanding stock options or pursuant to outstanding restricted stock units and securities remaining available for issuance under our equity compensation plans that were in effect during 2013.

	Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in the Second Column)
Equity compensation plans approved by security holders	The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) <sup>1</sup>	71,894,103 <sup>2</sup>	\$99.37 <sup>3</sup>	59,340,061 <sup>4</sup>
Equity compensation plans not approved by security holders	None	—	—	—
<b>Total</b>		<b>71,894,103 <sup>2</sup></b>		<b>59,340,061 <sup>4</sup></b>

1. The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (2013 SIP) was approved by the shareholders of Group Inc. at our 2013 Annual Meeting of Shareholders and is a successor plan to The Goldman Sachs Amended and Restated Stock Incentive Plan (2003 SIP). The 2003 SIP was approved by our shareholders at our 2003 Annual Meeting of shareholders and was a successor plan to The Goldman Sachs 1999 Stock Incentive Plan (1999 SIP), which was approved by our shareholders immediately prior to our initial public offering in May 1999.

2. Includes: (i) 42,565,241 shares of common stock that may be issued upon exercise of outstanding options and (ii) 29,328,862 shares that may be issued pursuant to outstanding restricted stock units. These awards are subject to vesting and other conditions to the extent set forth in the respective award agreements, and the underlying shares will be delivered net of any required tax withholding.

3. This weighted-average exercise price relates only to the options described in footnote 2. Shares underlying restricted stock units are deliverable without the payment of any consideration, and therefore these awards have not been taken into account in calculating the weighted-average exercise price.

4. Represents shares remaining to be issued under the 2013 SIP, excluding shares reflected in the second column. The total number of shares of common stock that may be delivered pursuant to awards granted under the 2013 SIP cannot exceed 60 million shares, subject to adjustment for certain changes in corporate structure as permitted under the 2013 SIP. Shares that remain authorized but unissued under the 2003 SIP are not carried over to the 2013 SIP. There are no shares remaining to be issued under the 1999 SIP or 2003 SIP other than those reflected in the second column.

## Item 13. Certain Relationships and Related Transactions, and Director Independence

Information regarding certain relationships and related transactions and director independence will be in the 2014 Proxy Statement and is incorporated herein by reference.

## Item 14. Principal Accountant Fees and Services

Information regarding principal accountant fees and services will be in the 2014 Proxy Statement and is incorporated herein by reference.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

#### (a) Documents filed as part of this Report:

##### 1. Consolidated Financial Statements

The consolidated financial statements required to be filed in the 2013 Form 10-K are included in Part II, Item 8 hereof.

##### 2. Exhibits

- 2.1 Plan of Incorporation (incorporated by reference to the corresponding exhibit to the Registrant's Registration Statement on Form S-1 (No. 333-74449)).
- 3.1 Restated Certificate of Incorporation of The Goldman Sachs Group, Inc., amended as of May 6, 2013 (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended March 31, 2013, filed on May 9, 2013).
- 3.2 Amended and Restated By-Laws of The Goldman Sachs Group, Inc., amended as of May 22, 2013 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on May 28, 2013).
- 4.1 Indenture, dated as of May 19, 1999, between The Goldman Sachs Group, Inc. and The Bank of New York, as trustee (incorporated by reference to Exhibit 6 to the Registrant's Registration Statement on Form 8-A, filed June 29, 1999).
- 4.2 Subordinated Debt Indenture, dated as of February 20, 2004, between The Goldman Sachs Group, Inc. and The Bank of New York, as trustee (incorporated by reference to Exhibit 4.2 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 28, 2003).
- 4.3 Warrant Indenture, dated as of February 14, 2006, between The Goldman Sachs Group, Inc. and The Bank of New York, as trustee (incorporated by reference to Exhibit 4.34 to the Registrant's Post-Effective Amendment No. 3 to Form S-3, filed on March 1, 2006).
- 4.4 Senior Debt Indenture, dated as of December 4, 2007, among GS Finance Corp., as issuer, The Goldman Sachs Group, Inc., as guarantor, and The Bank of New York, as trustee (incorporated by reference to Exhibit 4.69 to the Registrant's Post-Effective Amendment No. 10 to Form S-3, filed on December 4, 2007).  
*Certain instruments defining the rights of holders of long-term debt securities of the Registrant and its subsidiaries are omitted pursuant to Item 601(b)(4)(iii) of Regulation S-K. The Registrant hereby undertakes to furnish to the SEC, upon request, copies of any such instruments.*
- 4.5 Senior Debt Indenture, dated as of July 16, 2008, between The Goldman Sachs Group, Inc. and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.82 to the Registrant's Post-Effective Amendment No. 11 to Form S-3 (No. 333-130074), filed July 17, 2008).
- 4.6 Senior Debt Indenture, dated as of October 10, 2008, among GS Finance Corp., as issuer, The Goldman Sachs Group, Inc., as guarantor, and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.70 to the Registrant's Registration Statement on Form S-3 (No. 333-154173), filed October 10, 2008).
- 10.1 The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (incorporated by reference to Annex C to the Registrant's Definitive Proxy Statement on Schedule 14A, filed on April 12, 2013). †
- 10.2 The Goldman Sachs Amended and Restated Restricted Partner Compensation Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended February 24, 2006). †
- 10.3 Form of Employment Agreement for Participating Managing Directors (applicable to executive officers) (incorporated by reference to Exhibit 10.19 to the Registrant's Registration Statement on Form S-1 (No. 333-75213)). †

- 10.4 Form of Agreement Relating to Noncompetition and Other Covenants (incorporated by reference to Exhibit 10.20 to the Registrant's Registration Statement on Form S-1 (No. 333-75213)). †
- 10.5 Tax Indemnification Agreement, dated as of May 7, 1999, by and among The Goldman Sachs Group, Inc. and various parties (incorporated by reference to Exhibit 10.25 to the Registrant's Registration Statement on Form S-1 (No. 333-75213)).
- 10.6 Amended and Restated Shareholders' Agreement, effective as of January 22, 2010, among The Goldman Sachs Group, Inc. and various parties (incorporated by reference to Exhibit 10.6 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009).
- 10.7 Instrument of Indemnification (incorporated by reference to Exhibit 10.27 to the Registrant's Registration Statement on Form S-1 (No. 333-75213)).
- 10.8 Form of Indemnification Agreement (incorporated by reference to Exhibit 10.28 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 26, 1999).
- 10.9 Form of Indemnification Agreement (incorporated by reference to Exhibit 10.44 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 26, 1999).
- 10.10 Form of Indemnification Agreement, dated as of July 5, 2000 (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended August 25, 2000).
- 10.11 Amendment No. 1, dated as of September 5, 2000, to the Tax Indemnification Agreement, dated as of May 7, 1999 (incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the period ended August 25, 2000).
- 10.12 Letter, dated February 6, 2001, from The Goldman Sachs Group, Inc. to Mr. James A. Johnson (incorporated by reference to Exhibit 10.65 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 24, 2000). †
- 10.13 Letter, dated December 18, 2002, from The Goldman Sachs Group, Inc. to Mr. William W. George (incorporated by reference to Exhibit 10.39 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 29, 2002). †
- 10.14 Letter, dated June 20, 2003, from The Goldman Sachs Group, Inc. to Mr. Claes Dahlbäck (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended May 30, 2003). †
- 10.15 Letter, dated May 12, 2009, from The Goldman Sachs Group, Inc. to Mr. James J. Schiro (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended June 26, 2009). †
- 10.16 Form of Amendment, dated November 27, 2004, to Agreement Relating to Noncompetition and Other Covenants, dated May 7, 1999 (incorporated by reference to Exhibit 10.32 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 26, 2004). †
- 10.17 The Goldman Sachs Group, Inc. Non-Qualified Deferred Compensation Plan for U.S. Participating Managing Directors (terminated as of December 15, 2008) (incorporated by reference to Exhibit 10.36 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 30, 2007). †
- 10.18 Form of Year-End Option Award Agreement (incorporated by reference to Exhibit 10.36 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 28, 2008). †
- 10.19 Form of Year-End RSU Award Agreement (French alternative award) (incorporated by reference to Exhibit 10.32 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009). †
- 10.20 Amendments to 2005 and 2006 Year-End RSU and Option Award Agreements (incorporated by reference to Exhibit 10.44 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 30, 2007). †
- 10.21 Form of Non-Employee Director Option Award Agreement (incorporated by reference to Exhibit 10.34 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009). †
- 10.22 Form of Non-Employee Director RSU Award Agreement. †

- 10.23 Ground Lease, dated August 23, 2005, between Battery Park City Authority d/b/a/ Hugh L. Carey Battery Park City Authority, as Landlord, and Goldman Sachs Headquarters LLC, as Tenant (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed August 26, 2005).
- 10.24 General Guarantee Agreement, dated January 30, 2006, made by The Goldman Sachs Group, Inc. relating to certain obligations of Goldman, Sachs & Co. (incorporated by reference to Exhibit 10.45 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 25, 2005).
- 10.25 Goldman, Sachs & Co. Executive Life Insurance Policy and Certificate with Metropolitan Life Insurance Company for Participating Managing Directors (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended August 25, 2006). †
- 10.26 Form of Goldman, Sachs & Co. Executive Life Insurance Policy with Pacific Life & Annuity Company for Participating Managing Directors, including policy specifications and form of restriction on Policy Owner's Rights (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the period ended August 25, 2006). †
- 10.27 Form of Second Amendment, dated November 25, 2006, to Agreement Relating to Noncompetition and Other Covenants, dated May 7, 1999, as amended effective November 27, 2004 (incorporated by reference to Exhibit 10.51 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 24, 2006). †
- 10.28 Description of PMD Retiree Medical Program (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the period ended February 29, 2008). †
- 10.29 Letter, dated June 28, 2008, from The Goldman Sachs Group, Inc. to Mr. Lakshmi N. Mittal (incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K, filed June 30, 2008). †
- 10.30 General Guarantee Agreement, dated December 1, 2008, made by The Goldman Sachs Group, Inc. relating to certain obligations of Goldman Sachs Bank USA (incorporated by reference to Exhibit 4.80 to the Registrant's Post-Effective Amendment No. 2 to Form S-3, filed March 19, 2009).
- 10.31 Guarantee Agreement, dated November 28, 2008 and amended effective as of January 1, 2010, between The Goldman Sachs Group, Inc. and Goldman Sachs Bank USA (incorporated by reference to Exhibit 10.51 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009).
- 10.32 Collateral Agreement, dated November 28, 2008, between The Goldman Sachs Group, Inc., Goldman Sachs Bank USA and each other party that becomes a pledgor pursuant thereto (incorporated by reference to Exhibit 10.61 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 28, 2008).
- 10.33 Form of One-Time RSU Award Agreement. †
- 10.34 Amendments to Certain Equity Award Agreements (incorporated by reference to Exhibit 10.68 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 28, 2008). †
- 10.35 Amendments to Certain Non-Employee Director Equity Award Agreements (incorporated by reference to Exhibit 10.69 to the Registrant's Annual Report on Form 10-K for the fiscal year ended November 28, 2008). †
- 10.36 Form of Signature Card for Equity Awards. †
- 10.37 Form of Year-End RSU Award Agreement (not fully vested). †
- 10.38 Form of Year-End RSU Award Agreement (fully vested). †
- 10.39 Form of Year-End RSU Award Agreement (Base and/or Supplemental). †
- 10.40 Form of Year-End Short-Term RSU Award Agreement. †
- 10.41 Form of Year-End Restricted Stock Award Agreement (fully vested). †
- 10.42 Form of Year-End Restricted Stock Award Agreement (Base and/or Supplemental). †
- 10.43 Form of Year-End Short-Term Restricted Stock Award Agreement. †

- 10.44 General Guarantee Agreement, dated March 2, 2010, made by The Goldman Sachs Group, Inc. relating to the obligations of Goldman Sachs Execution & Clearing, L.P. (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the period ended March 31, 2010).
- 10.45 Form of Deed of Gift (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2010). †
- 10.46 The Goldman Sachs Long-Term Performance Incentive Plan, dated December 17, 2010 (incorporated by reference to the Registrant's Current Report on Form 8-K, filed December 23, 2010). †
- 10.47 Form of Performance-Based Restricted Stock Unit Award Agreement (incorporated by reference to the Registrant's Current Report on Form 8-K, filed December 23, 2010). †
- 10.48 Form of Performance-Based Option Award Agreement (incorporated by reference to the Registrant's Current Report on Form 8-K, filed December 23, 2010). †
- 10.49 Form of Performance-Based Cash Compensation Award Agreement (incorporated by reference to the Registrant's Current Report on Form 8-K, filed December 23, 2010). †
- 10.50 Amended and Restated General Guarantee Agreement dated, November 21, 2011, made by The Goldman Sachs Group, Inc. relating to certain obligations of Goldman Sachs Bank USA (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K, filed November 21, 2011).
- 10.51 Form of Aircraft Time Sharing Agreement (incorporated by reference to Exhibit 10.61 to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2011). †
- 10.52 Description of Compensation Arrangements with Executive Officer (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2012). †
- 12.1 Statement re: Computation of Ratios of Earnings to Fixed Charges and Ratios of Earnings to Combined Fixed Charges and Preferred Stock Dividends.
- 21.1 List of significant subsidiaries of The Goldman Sachs Group, Inc.
- 23.1 Consent of Independent Registered Public Accounting Firm.
- 31.1 Rule 13a-14(a) Certifications.
- 32.1 Section 1350 Certifications. \*
- 99.1 Report of Independent Registered Public Accounting Firm on Selected Financial Data.
- 99.2 Debt and trust securities registered under Section 12(b) of the Exchange Act.

101 Interactive data files pursuant to Rule 405 of Regulation S-T: (i) the Consolidated Statements of Earnings for the years ended December 31, 2013, December 31, 2012 and December 31, 2011, (ii) the Consolidated Statements of Comprehensive Income for the years ended December 31, 2013, December 31, 2012 and December 31, 2011, (iii) the Consolidated Statements of Financial Condition as of December 31, 2013 and December 31, 2012, (iv) the Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2013, December 31, 2012 and December 31, 2011, (v) the Consolidated Statements of Cash Flows for the years ended December 31, 2013, December 31, 2012 and December 31, 2011, and (vi) the notes to the Consolidated Financial Statements.

† This exhibit is a management contract or a compensatory plan or arrangement.

\* This information is furnished and not filed for purposes of Sections 11 and 12 of the Securities Act of 1933 and Section 18 of the Securities Exchange Act of 1934.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE GOLDMAN SACHS GROUP, INC.

By: /s/ Harvey M. Schwartz  
Name: Harvey M. Schwartz  
Title: Chief Financial Officer

Date: February 27, 2014

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Lloyd C. Blankfein</u> Lloyd C. Blankfein	Director, Chairman and Chief Executive Officer (Principal Executive Officer)	February 27, 2014
<u>/s/ M. Michele Burns</u> M. Michele Burns	Director	February 27, 2014
<u>/s/ Gary D. Cohn</u> Gary D. Cohn	Director	February 27, 2014
<u>/s/ Claes Dahlbäck</u> Claes Dahlbäck	Director	February 27, 2014
<u>/s/ William W. George</u> William W. George	Director	February 27, 2014
<u>/s/ James A. Johnson</u> James A. Johnson	Director	February 27, 2014
<u>/s/ Lakshmi N. Mittal</u> Lakshmi N. Mittal	Director	February 27, 2014
<u>/s/ Adebayo O. Ogunlesi</u> Adebayo O. Ogunlesi	Director	February 27, 2014



<u>/s/ James J. Schiro</u> James J. Schiro	Director	February 27, 2014
<u>/s/ Debora L. Spar</u> Debora L. Spar	Director	February 27, 2014
<u>/s/ Mark E. Tucker</u> Mark E. Tucker	Director	February 27, 2014
<u>/s/ David A. Viniar</u> David A. Viniar	Director	February 27, 2014
<u>/s/ Harvey M. Schwartz</u> Harvey M. Schwartz	Chief Financial Officer (Principal Financial Officer)	February 27, 2014
<u>/s/ Sarah E. Smith</u> Sarah E. Smith	Principal Accounting Officer	February 27, 2014

**THE GOLDMAN SACHS  
AMENDED AND RESTATED STOCK INCENTIVE PLAN (2013)  
OUTSIDE DIRECTOR RSU AWARD**

This Award Agreement sets forth the terms and conditions of an Award of RSUs granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”) as of the Date of Grant.

1. The Plan. This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement which are not defined in this Award Agreement have the meanings as used or defined in the Plan. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 11.**

2. Award. The number of RSUs subject to this Award is set forth in the Award Statement delivered to you. Each RSU constitutes an unfunded and unsecured promise of GS Inc. to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) (or cash or other property equal to the Fair Market Value thereof) on the Delivery Date as provided herein. Until such delivery, you have only the rights of a general unsecured creditor and no rights as a shareholder of GS Inc. **This Award is subject to all terms and provisions of the Plan and this Award Agreement.**

3. Delivery.

(a) In General. Except as provided below in this Paragraph 3 and subject to Paragraphs 6, 7 and 11, the Delivery Date shall be on the first Business Day in the third quarter of the Firm’s fiscal year that occurs within a Window Period in the year following the year in which you cease to be a director of the GS Inc. Board. The Firm may deliver cash or other property in lieu of all or any portion of the Shares otherwise deliverable on the Delivery Date. Unless otherwise determined by the Committee, or as otherwise provided in this Award Agreement, delivery of Shares shall be effected by book-entry credit to your Account, and no delivery of Shares shall be made unless you have timely established your Account. You shall be the beneficial owner of any Shares properly credited to your Account. You shall have no right to any dividend or distribution with respect to such Shares if the record date for such dividend or distribution is prior to the date the Account is properly credited with such Shares.

(b) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 11), if you die prior to the Delivery Date, the Shares (or cash or other property in lieu of all or any portion thereof) corresponding to your Outstanding RSUs shall be delivered to the representative of your estate as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

4. Dividend Equivalent Rights. Prior to the delivery of Shares (or cash or other property in lieu thereof) pursuant to this Award Agreement, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of the Common Stock, you shall be entitled to receive an amount in cash or other property equal to such regular cash dividend payment as would have been made in respect of the Shares not yet delivered, as if the Shares had been actually delivered.

5. Non-transferability. Except as may otherwise be provided in this Paragraph or as otherwise may be provided by the Committee, the limitations set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 5 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which you may transfer some or all of your RSUs through a gift for no consideration to any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the recipient's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, and any other entity in which these persons (or the recipient) own more than 50% of the voting interests.

6. Conflicted Employment. Notwithstanding anything in this Award Agreement to the contrary, if you accept Conflicted Employment, then you shall receive, at the sole discretion of the Firm, either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding RSUs, in each case, subject to the last sentence of this Paragraph 6 and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 11(f) and applicable law, nothing in this Paragraph 6 shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

7. Withholding, Consents and Legends.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan, provided that the Committee may determine not to apply the minimum withholding rate specified in Section 3.2.2 of the Plan.

(b) Your rights in respect of the RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable, and, by accepting this Award, you agree to the matters described in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(c) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable. GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

8. Successors and Assigns of GS Inc. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of GS Inc. and its successors and assigns.

9. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement in any respect in accordance with Section 1.3 of the Plan, and the Board may amend the Plan in any respect in accordance with Section 3.1 of the Plan. Notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(h) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent, except that the Committee reserves the right to accelerate the delivery of the Shares and in its discretion provide that such Shares may not be transferable until the Delivery Date. Any amendment of this Award Agreement shall be in writing.

10. Governing Law. **THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.**

11. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 11 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a “deferral of compensation” or “deferred compensation” as those terms are defined in the regulations under Section 409A (“409A deferred compensation”), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 11 and the other provisions of this Award Agreement, this Paragraph 11 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 7(a) and (b), and the consents and other items specified in Section 3.3 of the Plan) are satisfied, and shall occur by December 31 of the calendar year in which the Delivery Date occurs unless, in order to permit such conditions or restrictions to be satisfied, the Committee elects, pursuant to Treasury Regulations section (“Reg.”) 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(a) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(b), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) Notwithstanding any provision of Paragraph 4 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding RSUs.

(f) The timing of delivery or payment referred to in the first sentence of Paragraph 6 shall be the earlier of (i) the Delivery Date or (ii) within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(g) Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(h) Delivery of Shares in respect of this Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

12. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

Accepted and Agreed:

By: \_\_\_\_\_

Print Name:

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
ONE-TIME RSU AWARD**

This Award Agreement sets forth the terms and conditions of this special one-time award (this “Award”) of restricted stock units (“One-Time RSUs”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 15.**

2. **Award.** The number of One-Time RSUs subject to this Award is set forth in the Award Statement delivered to you. An RSU is an unfunded and unsecured promise to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) on the Delivery Date or as otherwise provided herein. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder of GS Inc. **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. **Vesting and Delivery.**

(a) **Vesting.** Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 6, 7, 9, 10 and 15, on each Vesting Date you shall become Vested in the number or percentage of One-Time RSUs specified next to such Vesting Date on the Award Statement (which may be rounded to avoid fractional Shares). When a One-Time RSU becomes Vested, it means only that your continued active Employment is not required in order to receive delivery of the Shares underlying your Outstanding One-Time RSUs that are or become Vested. However, all other terms and conditions of this Award Agreement shall continue to apply to such Vested One-Time RSUs, and failure to meet such terms and conditions may result in the termination of this Award (as a result of which no Shares underlying such Vested One-Time RSUs would be delivered).

(b) **Delivery.**

(i) The Delivery Dates with respect to this Award shall be the dates specified (next to the number or percentage of One-Time RSUs) as such on your Award Statement. In accordance with Treasury Regulations section (“Reg.”) 1.409A-3(d), the Firm may accelerate delivery to a date that is up to 30 days before the Delivery Date specified on the Award Statement; provided, however, that in no event shall you be permitted to designate, directly or indirectly, the taxable year of the delivery.



(ii) Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 5, 6, 7, 9, 10, 15 and 16, in accordance with Section 3.23 of the Plan, reasonably promptly (but in no case more than 30 Business Days) after each date specified as a Delivery Date (or any other date delivery of Shares is called for hereunder), unless otherwise determined by the Firm, Shares underlying the number or percentage of your then Outstanding One-Time RSUs with respect to which such Delivery Date (or other date) has occurred (which number of Shares may be rounded to avoid fractional Shares) shall be delivered by book entry credit to your Account. Notwithstanding the foregoing, if you are or become considered by GS Inc. to be one of its “covered employees” within the meaning of Section 162(m) of the Code, then you shall be subject to Section 3.21.3 of the Plan, as a result of which delivery of your Shares may be delayed.

(iii) In accordance with Section 1.3.2(i) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of all or any portion of your One-Time RSUs, the Firm may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares shall include such deliveries of cash, other securities, other awards under the Plan or other property.

(iv) In the discretion of the Committee, delivery of Shares or the payment of cash or other property may be made initially into an escrow account meeting such terms and conditions as are determined by the Firm and may be held in that escrow account until such time as the Committee has received such documentation as it may have requested or until the Committee has determined that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your One-Time RSUs, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account on such terms and conditions (which may include, without limitation, your (or your estate or beneficiary) executing any documents related to, and your (or your estate or beneficiary) paying for any costs associated with, such account) as the Firm may deem necessary or appropriate. Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(c) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 15), if you die prior to the Delivery Date, the Shares underlying your then Outstanding One-Time RSUs shall be delivered to the representative of your estate as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

#### 4. Termination of One-Time RSUs and Non-Delivery of Shares.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 6, 7 and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, your rights in respect of your One-Time RSUs that were Outstanding but that had not yet become Vested prior to your termination of Employment immediately shall terminate, such One-Time RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof.

(b) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Outstanding One-Time RSUs (whether or not Vested) immediately shall terminate, such One-Time RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;

(iii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise, or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel;

(iv) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By accepting the delivery of Shares or payment in respect of Dividend Equivalent Rights under this Award Agreement, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(v) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(vi) as a result of any action brought by you, it is determined that any of the terms or conditions for delivery of Shares in respect of this Award Agreement are invalid; [or]

(vii) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding One-Time RSUs; or]

(viii) [this Award is intended to replace or substitute for any award or compensation forgone with an entity to which you previously provided services, and such entity nevertheless delivers to you such award or compensation (including, but not limited to, cash, equity or other property (whether vested or unvested)), as determined by the Firm in its sole discretion].

For purposes of the foregoing, the term "Selected Firm Personnel" means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(b)(iii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm. For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraph 4(b)(v) regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraph 4(b)(ii).

(c) Unless the Committee determines otherwise, without limiting any other provision in Paragraph 4(b), and except as provided in Paragraph 7, if the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your One-Time RSUs awarded as part of this Award (whether or not Vested) immediately shall terminate, such One-Time RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof (and any Shares, dividends, payments under Dividend Equivalent Rights, or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5).

5. Repayment. The provisions of Section 2.6.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm such number of Shares delivered in respect of One-Time RSUs, or to pay to the Firm an amount equal to the Shares' Fair Market Value, in each case without reduction for any amounts applied to satisfy withholding tax or other obligations, if the Committee determines that all terms and conditions of delivery were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Sections 2.6.3 and 2.8.4 of the Plan apply to all amounts received under this Award, including dividends and payments under Dividend Equivalent Rights (without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment).

6. Extended Absence[, Retirement, Downsizing and Approved Termination for Program Analysts and Fixed-Term Employees].

(a) Notwithstanding any other provision of this Award Agreement, but subject to Paragraph 6(b), in the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) by reason of Extended Absence [or Retirement], the condition set forth in Paragraph 4(a) shall be waived with respect to any One-Time RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such One-Time RSUs shall become Vested), but all other terms and conditions of this Award Agreement shall continue to apply.

(b) Without limiting the application of Paragraphs 4(b) and 4(c), your rights in respect of your Outstanding One-Time RSUs that become Vested in accordance with Paragraph 6(a) immediately shall terminate, such Outstanding One-Time RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof if, prior to the original Vesting Date with respect to such One-Time RSUs, you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise. Notwithstanding the foregoing, unless otherwise determined by the Committee in its discretion, this Paragraph 6(b) will not apply if your termination of Employment by reason of Extended Absence [or Retirement] is characterized by the Firm as "involuntary" or by "mutual agreement" other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a "constructive termination" or the like or a termination for good reason, will constitute an "involuntary" termination of Employment or a termination of Employment by "mutual agreement."

(c) [Notwithstanding any other provision of this Award Agreement and subject to your executing such general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee, if your Employment is terminated without Cause solely

by reason of a “downsizing,” the condition set forth in Paragraph 4(a) shall be waived with respect to your One-Time RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such One-Time RSUs shall become Vested), but all other conditions of this Award Agreement shall continue to apply. Whether or not your Employment is terminated solely by reason of a “downsizing” shall be determined by the Firm in its sole discretion. No termination of Employment initiated by you, including any termination claimed to be a “constructive termination” or the like or a termination for good reason, will be solely by reason of a “downsizing.”]

(d) [Notwithstanding any other provision of this Award Agreement, if you are classified by the Firm as a “program analyst,” and your Employment is terminated without Cause solely by reason of an “approved termination” with respect to your participation in the program prior to any Vesting Date specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any One-Time RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such One-Time RSUs shall become Vested), but all other conditions of this Award Agreement shall continue to apply. Unless otherwise determined by the Committee, for purposes of this Paragraph 6(d), an “approved termination” shall mean a termination of Employment from the analyst program where you: (i) successfully complete the analyst program (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the analyst program completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the analyst program, without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your analyst program ends and then later terminate Employment, you will not have an “approved termination.”]

(e) [Notwithstanding any other provision of this Award Agreement, if you are designated by the Firm on its records as a “fixed-term” employee and your Employment is terminated without Cause solely by reason of the expiration of your fixed term (an “approved termination”) prior to any Vesting Date specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any One-Time RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such One-Time RSUs shall become Vested), but all other conditions of this Award Agreement shall continue to apply. Unless otherwise determined by the Committee, for purposes of this Paragraph 6(e), an “approved termination” shall mean a termination of Employment from your fixed-term engagement where you: (i) successfully complete the fixed-term engagement (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the fixed-term engagement without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your fixed-term engagement ends and then later terminate Employment, you will not have an “approved termination.”]

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement (except Paragraph 15), in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all Shares underlying your then Outstanding One-Time RSUs, whether or not Vested, shall be delivered.

8. Dividend Equivalent Rights. Each One-Time RSU shall include a Dividend Equivalent Right. Accordingly, with respect to each of your Outstanding One-Time RSUs, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant, you shall be entitled to receive an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Share underlying such Outstanding One-Time RSU. Payment in respect of a Dividend Equivalent Right shall be made only with respect to One-Time RSUs that are Outstanding on the relevant record date. Each Dividend Equivalent Right shall be subject to the provisions of Section 2.8.2 of the Plan.

## 9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the One-Time RSUs are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of your One-Time RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award, you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of your One-Time RSUs in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with your One-Time RSU Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b) and 4(c), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment;

or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding One-Time RSUs;

then, in the case of Paragraph 9(g)(i) only, the condition set forth in Paragraph 4(a) shall be waived with respect to any One-Time RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such One-Time RSUs shall become Vested) and, in the case of Paragraphs 9(g)(i) and 9(g)(ii), at the sole discretion of the Firm, you shall receive either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding Vested One-Time RSUs, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 15 (g) and applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Vested One-Time RSUs, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding One-Time RSUs, as applicable, in accordance with Paragraph 4(b)(iv).

10. Right of Offset. Except as provided in Paragraph 15(h), the obligation to deliver Shares or to make payments under Dividend Equivalent Rights under this Award Agreement is subject to Section 3.4 of the Plan, which provides for the Firm's right to offset against such obligation any outstanding amounts you owe to the Firm and any amounts the Committee deems appropriate pursuant to any tax equalization policy or agreement.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO

OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of One-Time RSUs may transfer some or all of their One-Time RSUs through a gift for no consideration to any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the recipient's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, and any other entity in which these persons (or the recipient) own more than 50% of the voting interests.

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 15 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a "deferral of compensation" or "deferred compensation" as those terms are defined in the regulations under Section 409A ("409A deferred compensation")), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 15 and the other provisions of this Award Agreement, this Paragraph 15 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your One-Time RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 3(b) and (c), 6(b) [and (c)] (execution of waiver and release of claims and agreement to pay associated tax liability) and 9 and the consents and other items specified in Section 3.3 of the Plan) are satisfied. To the extent that any portion of this Award is intended to satisfy the requirements for short-term deferral treatment under Section 409A, delivery for such portion shall occur by the March 15 coinciding with the last day of the applicable "short-term deferral" period described in Reg. 1.409A-1(b)(4) in order for the delivery of Shares to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Committee elects, pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date within the same calendar year or to such later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(b)(iii) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your One-Time RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(c), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) The timing of delivery or payment pursuant to Paragraph 7 shall occur on the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the termination of Employment occurs; provided, however, that, if you are a "specified employee" (as defined by the Firm in accordance with Section 409A(a)(2)(i)(B) of the Code), delivery shall occur on the earlier of the Delivery Date or (to the extent required to avoid the imposition of additional tax under Section 409A) the date that is six months after your termination of Employment (or, if the latter date is not during a Window Period, the first trading day of the next Window Period). For purposes of Paragraph 7, references in this Award Agreement to termination of Employment mean a termination of Employment from the Firm (as defined by the Firm) which is also a separation from service (as defined by the Firm in accordance with Section 409A).

(f) Notwithstanding any provision of Paragraph 8 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding One-Time RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding One-Time RSUs.

(g) The timing of delivery or payment referred to in the first sentence of Paragraph 9(g) shall be the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding One-Time RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(h) Paragraph 10 and Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(i) Delivery of Shares in respect of any Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).



(j) The Grantee understands and agrees that the Grantee is solely responsible for the payment of any taxes and penalties due pursuant to Section 409A.

16. Compliance of Award Agreement and Plan with Section 457A. To the extent the Committee or the SIP Committee determines that (i) Section 457A of the Code or any guidance promulgated thereunder (“Section 457A”) requires that, in order to qualify for the short-term deferral exception from treatment as “deferred compensation” under Section 457A(d)(3)(B) of the Code, the documents governing an Award must specify that such Award will be delivered within the period set forth in Section 457A(d)(3)(B) of the Code and (ii) all or any portion of this Award is or becomes subject to Section 457A, this Award Agreement will be deemed to be amended as of the Date of Grant (as the Committee or the SIP Committee determines necessary or appropriate after consultation with counsel) to provide that delivery of One-Time RSUs will occur no later than 12 months after the end of the taxable year in which the right to delivery is first no longer subject to a substantial risk of forfeiture (as defined under Section 457A); provided, however, that no action or modification will be permitted to the extent that such action or modification would cause such Award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A or otherwise would result in an additional tax imposed under Section 409A in respect of such Award.

17. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**The Goldman Sachs Group, Inc.**  
SIGNATURE CARD FOR AWARDS  
AND CONSENT TO RECEIVE ELECTRONIC DELIVERY

**IMPORTANT: PLEASE REVIEW, EXECUTE AND RETURN THIS FORM TO: EQUITY COMPENSATION  
(DIVISION OF HCM), 200 WEST STREET, 14<sup>th</sup> FLOOR, NEW YORK, NY 10282.**

**YOU MUST PROPERLY EXECUTE THIS FORM TO ACKNOWLEDGE ACCEPTANCE OF THE TERMS AND  
CONDITIONS OF YOUR AWARD(S) AND RELATED MATTERS.**

1. I have received and agree to be bound by The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the "SIP") and the Award Agreement(s) applicable to me in connection with the Award(s) (the "Award(s)") that I have been granted by the Firm (as defined in the SIP). I confirm that I am accepting the Award(s) subject to the terms and conditions contained in the SIP, the Award Agreement(s), and this Signature Card, including, but not limited to, the requirement that certain disputes be decided through arbitration in New York City and be governed by New York law. For the avoidance of doubt, references to a "share" or "Share" herein mean a share of the common stock of The Goldman Sachs Group, Inc. ("GS Inc.") and, where applicable, deliveries of cash or other property in lieu thereof.

As a condition of this grant, I understand that the Award(s) (as well as any other award that the Firm may grant to me under the SIP) is/are subject to other governing law provisions (as outlined in this signature card (the "Signature Card"), in the current or otherwise then current Award Summary (as defined below) or otherwise as may be required under applicable law) and, as a condition to receiving such awards, I agree to be bound thereby. I also understand that the Firm may grant to me other awards under the SIP that also may contain (among other terms and conditions) arbitration and other governing law provisions and, as a condition to receiving such awards, I agree to be bound thereby. As a condition of this grant, I agree to provide upon request an appropriate certification regarding my U.S. tax status on Form W-8BEN, Form W-9, or other appropriate form, and I understand that failure to supply a required form may result in the imposition of backup withholding on certain payments I receive pursuant to this grant.

I understand and acknowledge that I am agreeing to arbitrate all claims relating to the SIP in accordance with the arbitration procedure set forth in the SIP and the Award Agreement(s). If I am employed in the U.S. or if I am otherwise subject to U.S. Federal, State, or local employment laws, I further agree to arbitrate, in accordance with the SIP-related arbitration procedure and to the fullest extent permitted by law, all claims arising out of or relating to my employment with the Firm or the termination thereof, or otherwise concerning any rights, obligations or other aspects of my employment relationship with the Firm (collectively, "Employment-Related Matters"); provided, however, that this arbitration agreement shall not apply to claims (including

United Kingdom for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pension) Act 2003 under the laws of the United Kingdom and will sign and return such election in respect of all future deliveries of Shares underlying the Award(s) and any previous grants made to me under the SIP and understand that the Firm intends to meet its delivery obligations in Shares with respect to my Award(s), except as may be prohibited by law or described in the accompanying Award Agreement(s) or supplementary materials.

If I have worked in Switzerland at any time during the earnings period relating to the Award(s) granted to me as determined by the Firm, (i) I acknowledge that my Award(s) are subject to tax in accordance with the rulings and method of calculation of taxable values to be agreed by the Firm with the Federal and/or Zurich/Geneva cantonal/municipal tax authorities or as otherwise directed by the Firm, and (ii) I hereby agree to be bound by any rulings agreed by the Firm in respect of any Award(s), which is expected to result in taxation at the time of delivery of Shares, and (iii) I undertake to declare and make a full and accurate income tax declaration in respect of my Award(s) in accordance with the above ruling or as directed by the Firm.

2. I have read and understand the Firm's "Notice Periods for Recipients of Year-End Equity-Based Awards" policy (the "Notice Policy") available through the HR Workways® link on GSWeb or as otherwise provided to me, pursuant to which I am required to provide certain specified advance notice of my intent to leave employment with the Firm. By executing this form, I am agreeing to be bound by the Notice Policy as in effect from time to time and, where applicable, am agreeing to a permanent change in the terms and conditions of my employment. I agree to this change in consideration of my continued employment with the Firm and the Firm's offer of the Award(s). I understand that the Notice Policy requires me, among other things, to provide my employing entity with advance written notice of my intention to leave employment with the Firm as follows:

- In the Americas: 60 days in advance of my termination date;
- In Europe, the Middle East, Africa and India: 90 days in advance of my termination date; and
- In Japan and Asia Ex-Japan (including Australia and New Zealand and excluding India): 90 days in

lawsuits) that had been filed by me or on my behalf with an enforcement or adjudicatory body prior to the date I execute this Signature Card. I agree that all provisions in the SIP (specifically Section 3.17 thereof) and any applicable Award Agreements that relate to arbitration and SIP-related dispute resolution (including without limitation the provisions concerning New York choice of law and New York City choice of forum) shall be applicable to resolution of disputes concerning Employment-Related Matters; provided, however, that Employment-Related Matters that do not relate to the SIP need not be presented to the Committee or the SIP Committee (each, as defined in the SIP) prior to being submitted to arbitration. None of the SIP, the Award Agreement(s), or this Signature Card includes an agreement to arbitrate claims on a collective, class or representative basis. I explicitly agree that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class, collective or representative claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved and that, notwithstanding any applicable forum rules to the contrary, to the extent there is a question of enforceability of this agreement arising from a challenge to the arbitrator's jurisdiction or to the arbitrability of a claim, it shall be decided by a court and not an arbitrator. I also understand and agree that all references to the New York Stock Exchange in Section 3.17 of the SIP also shall be read as references to the Financial Industry Regulatory Authority and that, for the avoidance of doubt, the Federal Arbitration Act governs interpretation and enforcement of all arbitration provisions under the SIP and this Signature Card, and all arbitration proceedings thereunder. I understand and agree that nothing herein creates a substantive right to bring a claim under U.S. Federal, State, or local employment laws.

I irrevocably grant full power and authority to GS Inc. to register in its name, or that of any designee, any and all Restricted Shares (as defined in the applicable Award Agreement), Shares at Risk (as defined in the applicable Award Agreement) or other shares of GS Inc. common stock that have been or may be delivered to me subject to transfer restrictions or forfeiture provisions, and I irrevocably authorize GS Inc., or its designee, to sell, assign or transfer such shares to GS Inc. or such other persons as it may determine in the event of a forfeiture of such shares pursuant to any agreement with GS Inc.

Further, as a condition of this grant, if I am a person who has worked in the United Kingdom at any time during the earnings period relating to any award under the SIP, as determined by the Firm, when requested and as directed by the Firm, I will agree to a Joint Election under s431 ITEPA 2003 of the laws of the

advance of my termination date if I am a Vice President or an Executive Director; 60 days in advance of my termination date in all other cases.

If, under local law or my contract of employment (for example, a Managing Director Agreement), I have a notice requirement that is longer than those specified above, I understand that the longer notice period will apply. I also understand that if my employment is subject to a probation period, the Notice Policy applies only if notice of termination is given after the probation period has ended.

I understand that if I fail to comply in any respect with the Notice Policy, I will have failed to meet an obligation I have under an agreement with the Firm, as a result of which the Firm may have certain legal and equitable rights and remedies, including, without limitation, forfeiture of the Award(s) and any other awards granted to me under the SIP. The Firm may forfeit such Award(s) for violation of the Notice Policy irrespective of whether this agreement constitutes a legally recognized permanent change to my terms and conditions of employment, and irrespective of whether applicable law permits me to make a payment in lieu of notice. In addition, the Firm may seek an order or injunction from a court or arbitration panel to stop a breach and may also seek other permissible remedies. The Firm may hold me personally liable for any damages it suffers as a result of the breach.

This agreement concerning my notice period is being made for and on behalf of my Goldman Sachs employing entity, and implementation of the Notice Policy does not create an employment relationship between me and GS Inc.

3. I have read and understand the Firm's hedging and pledging policies (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and agree to be bound by them (with respect to the Award(s) and any prior awards under the SIP), both during and following my employment with the Firm.

4. As a condition to this grant, I agree to open and activate any brokerage, sub-trust, custody or similar account (an "Account"), as required or approved by the Firm in its sole discretion. I agree to access, review, execute and be bound by any agreements that govern any such Account, including any provisions that provide for the applicable restrictions on transfers, pledges and withdrawals of Shares, permitting the Firm to monitor any such Account, and the limitations on

the liability of the party (which may not be affiliated with the Firm) providing the Account and the Firm. I understand and agree that the Firm may direct the transfer of securities, cash or other assets in my Account to the Firm in connection with any indebtedness or any other obligation that I have to the Firm, as determined by the Firm in its sole discretion, however such obligation may have arisen. I also agree to open an Account with any other custodian, broker, trustee, transfer agent or similar party selected by the Firm, if the Firm, in its sole discretion, requires me to open an account with such custodian, broker, trustee, transfer agent or similar party as a condition to delivery of Shares underlying the Award(s).

5. If the Firm advanced or loaned me funds to pay certain taxes (including income taxes and Social Security, or similar contributions) in connection with the Award(s) (or does so in the future), and if I have not signed a separate loan agreement governing repayment, I authorize the Firm to withhold from my compensation any amounts required to reimburse it for any such advance or loan to the extent permitted by applicable law.

I understand and agree that, if I leave the Firm, I am required immediately to repay any outstanding amount. I further understand and agree that the Firm has the right to offset, to the extent permitted by the Award Agreement and applicable law (including Section 409A of the U.S. Internal Revenue Code of 1986, as amended, which limits the Firm's ability to offset in the case of United States taxpayers under certain circumstances), any outstanding amounts that I then owe the Firm against its delivery obligations under the Award(s), against any obligations to remove restrictions and/or other terms and conditions in respect of any Restricted Shares or Shares at Risk (each as defined in the applicable Award Agreement) or against any other amounts the Firm then owes me, including payments of dividends or dividend equivalent payments. I understand that the delivery of Shares pursuant to the Award(s) is conditioned on my satisfaction of any applicable taxes or Social Security contributions (collectively referred to as "tax" or "taxes" for purposes of the SIP and all related documents) in accordance with the SIP. To the extent permitted by applicable law, the Firm, in its sole discretion, may require me to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on me or the Firm in connection with the grant, vesting or delivery of the Award(s) by requiring me to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise), (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to me pursuant to the Award(s) or (iii) as otherwise permitted in the Award Agreement(s). However, in no event shall any such choice or the choice specified in paragraph 6, below, determine, or give me any discretion to affect, the timing of the delivery of Shares or payment of tax obligations.

6. If I am an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), I acknowledge and agree that the Firm may, in its sole discretion, require (to the extent permitted by applicable law) that I provide for a reserve in an amount the Firm determines

- Summary of The Goldman Sachs Amended and Restated Stock Incentive Plan (2013);
- The Annual Report for The Goldman Sachs Group, Inc.;
- The annual report on Form 10-K for The Goldman Sachs Group, Inc. for the fiscal year ended December 31, ;
- The Award Agreement(s); and
- Summaries of the Award(s) ("Award Summary").

9. I expressly authorize any appropriate representative of the Firm to make any notifications, filings or remittances of funds that may be required in connection with the SIP or otherwise on my behalf. Further, if I am an employee who is resident in South Africa at a relevant time, by accepting my Award(s), I expressly authorize any appropriate representative of the Firm to make any required notification on my behalf to the Financial Surveillance Department of the South African Reserve Bank (or its authorized dealer) in relation to my participation in the SIP and to any acquisition of Shares for no consideration under the SIP or other similar filing that may otherwise be required in South Africa. I acknowledge that any such authorization is effective from the date of acceptance of my Award(s) until such time as I expressly revoke the authorization by written notice to any appropriate representative of the Firm. I understand that this authorization does not create any obligation on the Firm to deal with any such notifications, filings or remittances of funds that I may be required to make in connection with the SIP and I accept full responsibility in this regard.

10. The granting of the Award(s), the delivery of the underlying Shares and any subsequent dividends or dividend equivalent payments, and the receipt of any proceeds in connection with the Award(s) may result in legal or regulatory requirements in some jurisdictions. I understand and agree that it is my responsibility to ensure that I comply with any legal or regulatory requirements in respect of the Award(s).

11. I confirm that I have filed all tax returns that I am required to file and paid all taxes I am required to pay with respect to awards previously granted to me by the Firm, and I agree, with respect to both the Award(s) as well as awards previously granted to me by the Firm, to file all tax returns I am required to file and to pay all taxes I am required to pay.

#### **Consent to Data Collection, Processing and Transfers:**

**I understand and agree that in connection with the SIP and any other Firm benefit plan (the "Programs"), to the extent permitted under the laws of the applicable jurisdiction, the Firm may collect, process, transfer/transmit (internationally), and use various data that is personal to me, including my name, address, work location, hire date, Social Security or Social Insurance or taxpayer identification number (required for tax**

is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to my separate employment contracts by requiring me to choose between remitting such amount (i) in cash (or through payroll deductions or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to me pursuant to the Award(s) (or any other of my awards outstanding under the SIP).

7. In connection with any Award Agreement or other interest I may receive in the SIP or any Shares that I may receive in connection with the Award(s) or any award I have previously received or may receive, or in connection with any amendment or variation thereof or any documents listed in paragraph 8, I hereby consent to (a) the acceptance by me of the Award(s) electronically, (b) the giving of instructions in electronic form whether by me or the Firm, and (c) the receipt in electronic form at my email address maintained at Goldman Sachs or via Goldman Sachs' intranet site (or, if I am no longer employed by the Firm, at such other email address as I may specify, or via such other electronic means as the Firm and I may agree) all notices and information that the Firm is required by law to send to me in connection therewith including, without limitation, any document (or part thereof) constituting part of a prospectus covering securities that have been registered under the U.S. Securities Act of 1933, the information contained in any such document and any information required to be delivered to me under Rule 428 of the U.S. Securities Act of 1933, including, for example, the annual report to security holders or the annual report on Form 10-K of GS Inc. for its latest fiscal year, and that all prior elections that I may have made relating to the delivery of any such document in physical form are hereby revoked and superseded. I agree to check Goldman Sachs' intranet site (or, if I am no longer employed by the Firm, such other electronic site as notified to me by the Firm) periodically as I deem appropriate for any new notices or information concerning the SIP. I understand that I am not required to consent to the receipt of such documents in electronic form in order to receive the Award(s) and that I may decline to receive such documents in electronic form by contacting Equity Compensation (division of HCM), 200 West Street, 14<sup>th</sup> Floor, New York, NY 10282, telephone (212) 357-1444, which will provide me with hard copies of such documents upon request. I also understand that this consent is voluntary and may be revoked at any time on three business days' written notice.

8. I hereby acknowledge that I have received in electronic form in accordance with my consent in paragraph 7 the following documents:

- The Goldman Sachs Amended and Restated Stock Incentive Plan (2013);

**purposes), type and amount of SIP or other benefit plan award, citizenship or residency (required for tax purposes) and other similar information reasonably necessary for the administration of such Programs (collectively referred to as "Information") and provide such Information to its affiliates, Computershare Limited and its affiliates (collectively "Computershare") and Fidelity Stock Plan Services, LLC, Fidelity Personal Trust Company, FSB and any of their affiliates (collectively "Fidelity") or any other service provider, whether in the United States or elsewhere, as is reasonably necessary for the administration of the Programs and under the laws of these jurisdictions. I understand that, in certain circumstances, foreign courts, law enforcement agencies or regulatory agencies may be entitled to access the Information. I understand that, unless I explicitly authorize otherwise, the Firm, its affiliates and its service providers (through their respective employees in charge of the relevant electronic and manual processing) will collect, process, transfer/transmit (internationally), and use this Information only for purposes of administering the Programs. I understand that, in the United States and in other countries to which such Information may be transferred for the administration of the Programs, the level of data protection is not equivalent to data protection standards in the member states of the European Union, Canada or certain Canadian provinces or my home country. I understand that, upon request, to Equity Compensation (division of HCM), 200 West Street, 14<sup>th</sup> Floor, New York, NY 10282, telephone (212) 357-1444, to the extent required under the laws of the applicable jurisdiction, I may have access to and obtain communication of the Information and may exercise any of my rights in respect of such Information, including objecting to the collecting, processing, (international) transfer/transmission, and any use of the Information and requesting that the Information be corrected (if wrong), completed or clarified (if incomplete or equivocal), or erased (if cannot legally be collected or kept). Upon request, to the extent required under the laws of the applicable jurisdiction, Equity Compensation (division of HCM) will also provide me, free of charge, with a list of all the service providers used in connection with the Programs at the time of request. I understand that, if I refuse to authorize the collecting, processing, use and (international) transfer/transmission of the Information consistent with the above, I may not benefit from the Programs. I authorize the collecting, processing, use and (international) transfer/transmission of the Information consistent with the above for the period of administration of the Programs. In particular, I authorize (within the limits described above): (i) the data processing by the Firm (which means GS Inc. and its subsidiaries and affiliates); (ii) the data processing by Fidelity or Computershare; (iii) the data processing by the Firm's other service providers; and (iv) the data transfer to the United States and other**

**countries. A list of the Firm's international offices and countries to which data that is personal to me can be transferred is set forth at <http://www2.goldmansachs.com/who-we-are/locations/index.html>. I further acknowledge that the information may be retained by the aforementioned persons beyond the period of administration of the Programs to the extent permitted under the laws of the applicable jurisdiction and I so authorize.**

**[NON-COMPETITION AND NON-SOLICITATION RESTRICTIONS FOR EMPLOYEES PROVIDING SERVICES IN ASIA**

In addition to and without limiting any provisions in the SIP or the applicable Award Agreement(s) (including without limitation the Award vesting, delivery, forfeiture, termination or repayment provisions) unless provided otherwise in the Restrictions, if I am providing services to the Firm in Asia or to BGH, in view of my importance to the Firm and/or BGH, I hereby agree to and acknowledge the following:

(a) I hereby agree that the Firm or BGH would likely suffer significant harm from me competing with the Firm or BGH for some period of time after my employment ends. Accordingly, I hereby agree that I will not, without the written consent of the Firm or BGH, during the Restricted Period in the Geographic Area:

(i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Covered Competitive Enterprise; or

(ii) associate (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Covered Competitive Enterprise and in connection with such association engage in, or directly or indirectly manage or supervise personnel engaged in, any activity:

A. which is similar or substantially related to any activity in which I was engaged, in whole or in part, at the Firm or BGH,

B. for which I had direct or indirect managerial or supervisory responsibility at the Firm or BGH, or

C. which calls for the application of the same or similar specialized knowledge or skills as those utilized by me in my activities with the Firm or BGH,

at any time during the one-year period immediately prior to the end of the Asia Service Period, and, in any such case, irrespective of the purpose of the activity or whether the activity is or was in furtherance of advisory, agency, proprietary or fiduciary business of either the Firm or BGH or the Covered Competitive Enterprise.

(By way of example only, this provision precludes an

(ii) by any Covered Competitive Enterprise, and I have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Covered Personnel.

(d) I acknowledge and agree that these Restrictions form part of my terms and conditions of employment. I also acknowledge and agree that these Restrictions supersede any part of any other agreement (which, for the avoidance of doubt, excludes the SIP and the Award Agreement(s)), written or oral, that I am subject to in respect of the same subject matter unless I am notified in writing to the contrary.

(e) Prior to accepting employment with any other person or entity during the Restricted Period, I will provide any prospective employer with written notice of the Restrictions with a copy containing the prospective employer's name and contact information delivered simultaneously to the Firm.

(f) I understand that the Restrictions may limit my ability to earn a livelihood in a business similar to the business of the Firm or BGH. I acknowledge that a violation on my part of any of the Restrictions would cause immeasurable and irreparable damage to the Firm or BGH. Accordingly, I agree that the Firm and/or BGH will be entitled to injunctive relief in any court of competent jurisdiction for any actual or threatened violation of any of the Restrictions in addition to any other remedies it or they may have. In the event that I violate any of the Restrictions, I acknowledge that the Restricted Period shall automatically be extended by the period of time that I was in violation of the said Restriction (s). I also acknowledge that a violation of any of the Restrictions would constitute my failure to meet an obligation I have under an agreement between me and the Firm that was entered into in connection with my employment with the Firm and/or BGH, may be detrimental to the Firm and/or BGH and would constitute "Cause" for purposes of any equity-based awards granted to me by the Firm and/or BGH and will result in my forfeiting such equity-based awards.

(g) If any provision (or part of a provision) of the Restrictions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining such provisions will not be affected thereby; provided, however, that if any of the Restrictions are held by a court of competent jurisdiction to be invalid, illegal or unenforceable because it exceeds the maximum time period such court determines is acceptable to permit such provision to be enforceable, such Restrictions will be deemed to be modified to the minimum extent necessary to modify such time period in order to make such provision enforceable hereunder.

(h) The promises contained in the Restrictions are provided by me for the benefit of each Firm entity and BGH and I acknowledge and agree that each such entity may independently enforce the Restrictions against me. Any benefit that I give or am deemed to have given by virtue of

“advisory” investment banker from joining a leveraged-buyout firm, a research analyst from becoming a proprietary trader or joining a hedge fund, or an information systems professional from joining a management or other consulting firm and providing information technology consulting services or advice to any Covered Competitive Enterprise, in each case without the written consent of the Firm or BGH.)

(b) I hereby agree that during the Restricted Period, I will not, in any manner, directly or indirectly, (1) Solicit a Covered Client to transact business with a Covered Competitive Enterprise or to reduce or refrain from doing any business with the Firm or BGH, or (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm or BGH and a Covered Client.

(c) I hereby agree that during the Restricted Period, I will not, in any manner, directly or indirectly:

(i) Solicit any Covered Personnel to resign from the Firm or BGH or to apply for or accept employment, consultancy, partnership, membership or similar status with a Covered Competitive Enterprise;

(ii) hire or participate in the hiring of any Covered Personnel (whether as an employee, consultant, or otherwise) by a Covered Competitive Enterprise;

(iii) participate in the decision to offer Covered Personnel employment, consultancy, admission into partnership, membership or similar status with a Covered Competitive Enterprise; or

(iv) participate in the identification of Covered Personnel for potential hiring, consultancy or admission into partnership, membership or similar status with a Covered Competitive Enterprise.

I acknowledge that I will have violated this provision if, during the Restricted Period, any Covered Personnel are Solicited, hired, made a consultant or are accepted into partnership, membership or similar status:

(i) by any Covered Competitive Enterprise which I form, which bears my name, or in which I am a partner, a member or have similar status, or in which I possess or control a greater than de minimis equity ownership, voting or profit participation; or

the Restrictions is received jointly and severally by each Firm entity (including, for the avoidance of doubt, any Firm entity to which I provide services from time to time) and BGH.

(i) For the purposes of the Restrictions, GS Inc. enters into the SIP and Award Agreement(s) applicable to me in connection with the Award(s) in its own capacity and as agent for each other Firm entity and BGH. The consideration for the promises in these Restrictions is given to me by GS Inc. on its own behalf and on behalf of each other Firm entity (including, for the avoidance of doubt, any Firm entity to which I provide services from time to time) and BGH.

(j) I acknowledge that the Restrictions set out in this clause are reasonable and necessary for the protection of the legitimate interests of the Firm and/or BGH, and that, having regard to those interests, such restrictions do not impose an unreasonable burden on me.

(k) The Restrictions shall remain in full force and effect and survive the termination of my employment for any reason whatsoever.

(l) If I am a Managing Director subject to a Goldman Sachs Group, Inc. Managing Director Agreement, the Restrictions shall not apply to me.

(m) If I am a Private Wealth Management employee subject to an Employee Agreement Regarding Confidential and Proprietary Information and Materials and Non-Solicitation, I will be subject to the restrictions contained in clause (a) of the Restrictions but will not be subject to the restrictions contained in clauses (b) and (c) of the Restrictions. Nothing in the Restrictions will affect the operation of the Employee Agreement Regarding Confidential and Proprietary Information and Materials and Non-Solicitation.

(n) For the purposes of the Restrictions only, the following terms have the following meanings:

“*Asia*” means each state and territory in Australia, Brunei, Hong Kong SAR, India, Indonesia, Japan, Korea, Labuan, Macau SAR, Malaysia, Mongolia, New Zealand, Papua New Guinea, the Philippines, the PRC, Singapore, Taiwan, Thailand and Vietnam.

“*Asia Service Period*” means the period during which I am located in Asia and contracted to provide services to a member of the Firm in Asia or BGH. For the avoidance of doubt, the Asia Service Period does not end when I transfer to another member of the Firm in Asia or BGH.

“*BGH*” means Beijing Gao Hua Securities Company Limited, its subsidiaries and affiliates, and its or their respective successors.



**“Covered Client”** means any client or prospective client of the Firm or BGH (i) to whom I provided services in the one year period immediately prior to the end of the Asia Service Period, or (ii) for whom I transacted business in the one year period immediately prior to the end of the Asia Service Period, or (iii) whose identity became known to me in connection with my relationship with or employment by the Firm or BGH in the one year period immediately prior to the end of the Asia Service Period and with respect to whom I had access to confidential information.

**“Covered Competitive Enterprise”** means a business enterprise that (i) engages in any activity, or (ii) owns or controls a significant interest in any entity that engages in any activity that, in either case, competes anywhere with any activity in which the Firm or BGH is engaged. The activities covered by the previous sentence include, without limitation, financial services such as investment banking, public or private finance, lending, financial advisory services, private investing (for anyone other than me and members of my family), merchant banking, asset or hedge fund management, insurance or reinsurance underwriting or brokerage, property management, or securities, futures, commodities, energy, derivatives or currency brokerage, sales, lending, custody, clearance, settlement or trading.

**“Covered Extended Absence”** means my absence from active employment for at least 180 days in any 12-month period as a result of my incapacity due to mental or physical illness, as determined by the Firm or BGH (as applicable).

**“Covered Personnel”** means any Firm or BGH employee or consultant with whom I had material contact or dealings in the one year period immediately prior to the end of the Asia Service Period or in relation to whom I had access to confidential information.

**“Effective Date”** means (i) if the termination is for cause or Covered Extended Absence, the date on which such termination occurs; or (ii) if I repudiate my employment contract, the date of repudiation as determined by the Firm or BGH (as applicable).

**“Firm”** means GS Inc., its subsidiaries and affiliates and its and their respective successors.

**“Geographic Area”** means (i) the jurisdiction in Asia in which I am located as of the date of execution of the Signature Card; and/or (ii) any other jurisdiction in Asia in relation to which I have substantial product and/or geographical market responsibilities in the one year period immediately prior to the end of the Asia Service Period; and/or (iii) any other jurisdiction in Asia in relation to which I have substantial employee managerial responsibilities in the one year period immediately prior to the end of the Asia Service Period; and/or (iv) any other jurisdiction in Asia in relation to which I provided services in the one year period immediately prior to the end of the Asia Service Period.

## **Other Legal Notices:**

### **FOR ARGENTINA EMPLOYEES ONLY**

This is a private offer. It is not subject to the supervision of the Comision Nacional de Valores (CNV) or any other governmental authority in Argentina.

### **FOR AUSTRALIA EMPLOYEES ONLY**

GS Inc. undertakes that it will, at any time until the Delivery Date, within a reasonable period of you so requesting, provide you with a copy of the rules of the SIP and/or the Australian dollar equivalent of the market price of GS Inc.’s shares. This information may be obtained by sending a written request to Head of Securities Compliance – Goldman Sachs Australia Pty Ltd.

Any advice given by GS Inc. in connection with the SIP is general advice only. Nothing in the documentation is to be taken to constitute a recommendation or statement of opinion that is intended to influence a person or persons in making a decision to acquire any restricted stock units and you should consider obtaining your own financial product and/or legal advice from an independent person. The documentation does not take into account the objectives, financial situation or needs of any particular person. Before acting on the information contained in the documentation, or making a decision to participate, you should seek professional advice as to whether participation is appropriate in light of your personal circumstances.

Throughout the period in which you hold a Dividend Equivalent Right you may obtain copies of all information filed by GS Inc. with the U.S. Securities and Exchange Commission (“SEC”) which is accessible by GS Inc.’s shareholders and the general public (“shareholder information”) by going to the SEC’s website ([www.sec.gov](http://www.sec.gov)) or to the GS Inc. website, [www.gs.com](http://www.gs.com), and going to: <http://www2.goldmansachs.com/our-firm/investors/financials/index.html>. In addition, copies of any or all of these documents may be obtained free of charge by sending a written request to the Head of Securities Compliance – Goldman Sachs Australia Pty Ltd. You should be aware that shareholder information can affect the value of your Dividend Equivalent Rights from time to time.

### **FOR BRAZIL EMPLOYEES ONLY**

Please note that the offer of an award under the SIP does not constitute a public offer in Brazil, and therefore it is not subject to registration with the Brazilian authorities.

According to Brazilian regulations, individuals resident in Brazil must inform the Central Bank of Brazil yearly the amounts of any nature, the assets and rights (including cash and other deposits) held outside of the Brazilian territory. Please consult your own legal counsel on the terms and conditions for presentation of such information.

“**PRC**” means, for the purpose of the Restrictions, the People’s Republic of China, excluding Hong Kong SAR, Macau SAR and Taiwan.

“**Restricted Period**” means (i) in the event of the termination of my employment with the Firm in Asia or BGH, the Asia Service Period including any notice period applicable under the Notice Policy or, in the event I repudiate my notice requirement or exercise any statutory right to shorten the notice period or if my employment is terminated without notice, the Asia Service Period and the period of time equivalent to my notice requirement commencing from the Effective Date; or (ii) in the event of my employment with the Firm in Asia or BGH ending by reason of the transfer of my employment to another member of the Firm outside Asia, the Asia Service Period and the period of time equivalent to my notice requirement commencing from the conclusion of the Asia Service Period; or (iii) in the event of the termination of my secondment to the Firm in Asia or BGH and assignment or transfer of my employment to another member of the Firm outside Asia, the Asia Service Period and the period of time equivalent to my notice requirement commencing from the conclusion of the Asia Service Period.

“**Restrictions**” means the non-competition and non-solicitation restrictions for employees providing services in Asia as set out in (a) to (o) of this section of the Signature Card.

“**Solicit**” means any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, advising, encouraging or requesting any person or entity, in any manner, to take or refrain from taking any action.

(o) Notwithstanding paragraph 1 of this Signature Card, the Restrictions shall be governed by and construed in accordance with the laws of the jurisdiction in which I am located and providing services to the Firm at the date of execution of the Signature Card. If I am located and providing services to the Firm in a state or territory in Australia, the laws of the jurisdiction shall be New South Wales. Notwithstanding paragraph 1, any Firm entity (including, for the avoidance of doubt, any Firm entity to which I provide services from time to time) or BGH may at any time elect to enforce the Restrictions in any competent court of any jurisdiction determined by such entity. ]

By accepting the Award(s), you acknowledge that the Firm has provided you with Portuguese translations of the Award Summary, Award Agreement and Signature Card, but that the original English versions of these documents control. (Ao aceitar esta outorga, Você reconhece que a Empresa lhe disponibilizou a versão em português do Award Summary, do Award Agreement e do Signature Card; porém a versão original em inglês desses documentos prevalecerá.)

#### **FOR CHILE EMPLOYEES ONLY**

Neither GS Inc., the SIP nor the Shares have been registered in the Securities Registry or in the Foreign Securities Registry of the Superintendencia de Valores y Seguros (SVS) and they are not subject to the control of the SVS. The SIP is ruled by General Regulation 336. As the Shares are not registered, the issuer has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered with the SVS. The commencement date of the offer is the date on which these documents were first provided to you via email.

The official plan documents are in the English language. If you do not understand their content, please contact your HCM contact in order to obtain a Spanish version.

Ni GS Inc., ni el SIP, ni las Acciones, han sido registradas en el Registro de Valores o Registro de Valores Extranjeros que lleva la Superintendencia de Valores y Seguros (SVS) y ninguno de ellos está sujeto a la fiscalización de la SVS. Esta oferta de Acciones se acoge a la Norma de Carácter General 336. Por tratarse de valores no inscritos, el emisor de las Acciones no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto se registren en el Registro de Valores correspondiente. Se informa que la fecha de inicio de la presente oferta será aquella en que estos documentos fueron entregados a usted por primera vez vía email.

Los documentos oficiales del SIP se encuentran en idioma inglés. En caso que usted no entienda el contenido de estos documentos, por favor comuníquese con su encargado de recursos humanos, a fin de obtener una versión en español.

#### **FOR THE PEOPLE'S REPUBLIC OF CHINA EMPLOYEES ONLY**

All documentation in relation to the Award(s) is intended for your personal use and in your capacity as an employee of the Firm (and/or its affiliate) and is being given to you solely for the purpose of providing you with information concerning the Award(s) which the Firm may grant to you as an employee of the Firm (and/or its affiliate) in accordance with the terms of the SIP, this documentation and the applicable Award Agreement(s). The grant of the Award(s) has not been and will not be registered with the China Securities Regulatory Commission of the People's Republic of China pursuant to relevant securities laws and regulations, and the Award(s) may not be offered or sold within the mainland of the People's Republic of China by means of any of the documentation in relation to the Award(s) through a public offering or in circumstances which require a registration or approval of the China Securities Regulatory Commission of the People's Republic of China in accordance with the relevant securities laws and regulations.

You agree that notwithstanding anything to the contrary under the SIP or the Award Agreement(s), the Award(s) may be settled in cash in Renminbi or such other currency, payable by your employing entity in the mainland of the People's Republic of China or such other entity, in each case, as may be determined by the Firm in its sole discretion.

#### **FOR FRANCE EMPLOYEES ONLY**

Disclaimer: The current Award(s) is not covered by any prospectus which is the subject of the AMF's approval. Grantees can only receive this award for their own account ("compte propre") in the conditions laid down by articles L. 411-2, D. 411-1, D. 411-4, D. 744-1, D. 754-1 and D. 764-1 of the French Monetary and Financial Code. Any direct or indirect dissemination into the public of the financial instruments acquired can only take place within the conditions of articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Monetary and Financial Code.

By accepting the Award(s), you acknowledge that the Firm has provided you with French translations of the Award Summary, Award Agreement and Signature Card, but that the original English versions of these documents control.

The provisions of the Award Agreement will apply only in respect of the year to which the Award Agreement relates and will not in any circumstances create any right or entitlement to you for any future fiscal years.

Avertissement: La présente attribution ne donne pas lieu à un prospectus soumis au visa de l'Autorité des marchés

erhältliche Aktien) im Erwerbsplan. Es besteht auf Grund von Artikel 4(1)(e) der Prospektrichtlinie für dieses Angebot keine Verpflichtung zur Veröffentlichung eines Emissionsprospekts. Dieses Dokument ist kein Prospekt im Sinne dieser Richtlinie.

#### **FOR HONG KONG EMPLOYEES ONLY**

WARNING:

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in doubt about any of the contents of this document, you should obtain independent professional advice.

By accepting the Award(s), you acknowledge and accept that you will not be permitted to transfer awards to persons who fall outside the definition of 'qualifying persons' in the Companies Ordinance (*i.e.*, a person who is not a current or former director, employee, officer, consultant of the Firm or a person other than the offeree's wife, husband, widow, widower, child or step-child under the age of 18 years, or as otherwise defined), even if otherwise permitted under the SIP or any of the related documents.

#### **FOR INDIA EMPLOYEES ONLY**

This website does not invite offers from the public for subscription or purchase of the securities of any body corporate under any law for the time being in force in India. The website is not a prospectus under the applicable laws for the time being in force in India. GS Inc. does not intend to market, promote, invite offers for subscription or purchase of the securities of any body corporate by this website. The information provided on this website is for the record only. Any person who subscribes or purchases securities of any body corporate should consult his own investment advisers before making any investments. GS Inc. shall not be liable or responsible for any such investment decision made by any person.

#### **FOR INDONESIA EMPLOYEES ONLY**

By accepting the Award(s), you acknowledge that the Firm has provided you with Bahasa Indonesia translations of the Award Summary, Award Agreement and Signature Card, but that the original English versions of these documents control.

Dengan menerima Putusan, Anda menyatakan bahwa Perusahaan telah memberikan Anda terjemahan Bahasa Indonesia dari Ikhtisar Putusan, Perjanjian Putusan dan Perjanjian dengan Tanda Tangan, tapi versi asli dalam Bahasa Inggris dari dokumen-dokumen ini tetap mengendalikan.

#### **FOR ITALY EMPLOYEES ONLY**

No person resident or located in Italy other than the original recipients of this document and any other document related to

financiers. Les personnes qui y participent ne peuvent le faire que pour compte propre dans les conditions fixées par les articles L. 411-2, D. 411-1, D. 411-4, D. 744-1, D. 754-1 et D. 764-1 du Code monétaire et financier. La diffusion, directe ou indirecte, dans le public des instruments financiers ainsi acquis, ne peut être réalisée que dans les conditions prévues aux articles L. 411-1, L. 411-2, L. 412-1 et L. 621-8 à L. 621-8-3 du Code monétaire et financier.

En acceptant cet octroi, vous reconnaissez que la Société vous a transmis une version française de l'*Award Summary* (Résumé de l'Octroi), l'*Award Agreement* (Contrat d'Octroi) et de la *Signature Card* (Carte de Signature), mais que seule la version originale en langue anglaise fait foi.

Les dispositions de l'Accord de prime s'appliquent uniquement à l'année concernée par l'Accord de prime et ne créent en aucune circonstance tous droits ou habilitations s'agissant des années fiscales à venir.

### **FOR GERMANY EMPLOYEES ONLY**

The Award(s) are offered to you by GS Inc. in accordance with the terms of the SIP which are summarized in the Award Summary. More information about GS Inc. is available on [www.gs.com](http://www.gs.com). You are being offered the Award(s) under the SIP in order to provide an additional incentive and to encourage employee share ownership and so increase your interest in the Firm's success. Please refer to the section entitled *Shares Available for Awards* in the SIP for information on the maximum number of GS Inc. shares that can be offered under the SIP. The obligation to publish a prospectus under the Prospectus Directive does not apply to the offer because of Article 4(1)(e) of that directive. This document is not a prospectus within the meaning of that directive.

Die Prämien werden Ihnen von der GS Inc. nach den in der Prämienübersicht aufgeführten Bestimmungen des Erwerbsplans angeboten. Weitere Informationen über GS Inc. finden Sie unter [www.gs.com](http://www.gs.com). Die Prämien werden Ihnen im Rahmen des Erwerbsplans zu Ihrer Motivation angeboten und um Sie durch das Halten von Aktien am Erfolg des Unternehmens teilhaben zu lassen. Informationen zur Anzahl der im Rahmen des Plans angebotenen GS Inc.-Aktien entnehmen Sie bitte dem Abschnitt *Shares Available for Awards* (Als Prämien

the Award(s) may rely on such documents or their content. The offer of the Award(s) under the SIP (and the delivery of underlying Shares) is exempted from prospectus requirements under Italian securities legislation.

Under Italian rules, Italian taxpayers must report in their annual tax return the value of any financial instruments held abroad at year-end (such as financial and real estate assets). Please consult your own advisors regarding the terms and conditions of this reporting obligation.

### **FOR MONACO EMPLOYEES ONLY**

By accepting your Award(s), you expressly renounce the jurisdiction of Monaco (and, if applicable, France and notably the application of articles 14 and 15 of the French Civil Code) in connection with any dispute relating to your Award(s).

### **FOR NEW ZEALAND EMPLOYEES ONLY**

The Financial Markets Authority in New Zealand has issued the Securities Act (Overseas Employee Share Purchase Schemes) Exemption Notice 2002 (Notice), which sets out the way in which GS Inc. can offer you securities under the SIP. In accordance with the requirements of the Notice, the following information has been made available to you:

1. GS Inc.'s most recent annual report on <http://www2.goldmansachs.com/our-firm/investors/financials/index.html>.
2. The SIP documentation (which constitutes the current rules of the employee share purchase scheme for the purposes of the Notice) on <https://hcm.web.gs.com/newaward>.
3. A copy of the Award Agreement on <https://hcm.web.gs.com/newaward>.
4. GS Inc.'s most recent published financial statements on <http://www2.goldmansachs.com/our-firm/investors/financials/index.html>.

You may request copies of the documents listed above free of charge from Head of Securities Compliance – Goldman Sachs Australia Pty Ltd.

**FOR POLAND EMPLOYEES ONLY**

The Award(s) are offered to you by GS Inc. in accordance with the terms of the SIP which are summarized in the Award Summary. More information about GS Inc. is available on [www.gs.com](http://www.gs.com). You are being offered Award(s) under the SIP in order to provide an additional incentive and to encourage employee share ownership and so increase your interest in the Firm’s success. Please refer to the section entitled *Shares Available for Awards* in the SIP for information on the maximum number of GS Inc. shares that can be offered under the SIP. The obligation to publish a prospectus under the Prospectus Directive does not apply to the offer because of Article 4(1)(e) of that directive.

The Goldman Sachs Group, Inc. („GS Inc.”) przyznaje Państwu Premię (premie) zgodnie z warunkami Motywacyjnego Programu Akcji Pracowniczych opisanymi w Ogólnych Warunkach Przyznania Premii. Więcej informacji na temat GS Inc. można uzyskać na stronie [www.gs.com](http://www.gs.com). Oferowana Państwu na podstawie Motywacyjnego Programu Akcji Pracowniczych Premia ma stanowić dodatkową motywację i rozwijać akcjonariat pracowniczy a w konsekwencji zwiększyć Państwa zaangażowanie w sukces Firmy. Prosimy zapoznać się z działem zatytułowanym Akcje dostępne w ramach Premii w Motywacyjnym Programie Akcji Pracowniczych, w celu uzyskania informacji na temat maksymalnej liczby akcji GS Inc. oferowanych na podstawie Motywacyjnego Programu Akcji Pracowniczych. Obowiązek publikowania prospektu wynikający z Dyrektywy w Sprawie Prospektu Emisyjnego nie ma zastosowania do niniejszej oferty, ze względu na brzmienie art. 4 ust. 1 lit. (e) wskazanej powyżej dyrektywy.

**FOR RUSSIA EMPLOYEES ONLY**

None of the information contained in the documents referred to in paragraph 8 of this Signature Card or in this Signature Card constitutes an advertisement of the Award(s) in Russia and must not be passed on to third parties or otherwise be made publicly available in Russia. The Award(s) have not been and will not be registered in Russia and are not intended for “placement” or “public circulation” in Russia.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FOR SAUDI ARABIA EMPLOYEES ONLY**

The Award(s) are offered to you on behalf of Goldman Sachs Saudi Arabia, Commercial Registration Number 1010256672, 25<sup>th</sup> Floor, Kingdom Tower, Post Office Box 52969, Riyadh 11573, Saudi Arabia. The SIP documents may not be distributed in the Kingdom except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of the SIP documents, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the SIP documents. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of the SIP documents you should consult an authorized financial adviser.

**FOR SPAIN EMPLOYEES ONLY**

Please note that the offer of an Award under the SIP does not constitute a public offer in Spain, and therefore it is not subject to registration with the Spanish authorities. The Award(s) are offered to you by GS Inc. in accordance with the terms and conditions set forth in the SIP and the Award Agreement(s). The grantees may be subject to certain reporting obligations for the acquisition or disposal of Shares under the SIP, the opening of cash or brokerage bank accounts abroad and the transfer or receipt of funds. Please consult your own advisors regarding these and other legal or tax obligations that may be applicable.

**FOR UK EMPLOYEES ONLY**

This document does not have regard to the specific investment objectives, financial situation and particular needs of any specific person who may receive it. Recipients should seek their own financial advice.

The Award(s) are subject to the terms and conditions set forth in the SIP and the Award Agreement(s). The price of shares and the income from such shares (if any) can fluctuate and may be affected by changes in the exchange rate for U.S. Dollars. Past performance will not necessarily be repeated. Levels and bases of taxation may change from time to time. Investors should consult their own tax advisers in order to understand tax consequences. GS Inc. has (and its associates may have) a material interest in the shares and the investments that are the subject of this document.

Date: \_\_\_\_\_

Employee ID #: \_\_\_\_\_

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END RSU AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End award (this “Award”) of RSUs (“Year-End RSUs”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 15.**

2. **Award.** The number of Year-End RSUs subject to this Award is set forth in the Award Statement delivered to you. An RSU is an unfunded and unsecured promise to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) on the Delivery Date or as otherwise provided herein. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder of GS Inc. In addition, some or all of any Shares delivered in respect of your Year-End RSUs will be subject to transfer restrictions following the Delivery Date as described in Paragraph 3(b)(iv) below. **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. **Vesting and Delivery and Transfer Restrictions.**

(a) **Vesting.** Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 6, 7, 9, 10 and 15, on each Vesting Date you shall become Vested in the number or percentage of Year-End RSUs specified next to such Vesting Date on the Award Statement (which may be rounded to avoid fractional Shares). When a Year-End RSU becomes Vested, it means only that your continued active Employment is not required in order to receive delivery of the Shares underlying your Outstanding Year-End RSUs that are or become Vested. However, all other terms and conditions of this Award Agreement shall continue to apply to such Vested Year-End RSUs, and failure to meet such terms and conditions may result in the termination of this Award (as a result of which, no Shares underlying such Vested Year-End RSUs would be delivered).

(b) Delivery and Transfer Restrictions.

(i) The Delivery Date with respect to the number or percentage of your Year-End RSUs shall be the date specified next to such number or percentage of Year-End RSUs on your Award Statement. In accordance with Treasury Regulations section (“Reg.”) 1.409A-3(d), the Firm may accelerate delivery to a date that is up to 30 days before the Delivery Date specified on the Award Statement; provided, however, that in no event shall you be permitted to designate, directly or indirectly, the taxable year of the delivery.

(ii) Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 5, 6, 7, 9, 10, 15 and 16, in accordance with Section 3.23 of the Plan, reasonably promptly (but in no case more than 30 Business Days) after each date specified as a Delivery Date (or any other date delivery of Shares is called for hereunder), unless otherwise determined by the Firm, Shares underlying the number or percentage of your then Outstanding Year-End RSUs with respect to which such Delivery Date (or other date) has occurred (which number of Shares may be rounded to avoid fractional Shares) shall be delivered by book entry credit to your Account. Notwithstanding the foregoing, if you are or become considered by GS Inc. to be one of its “covered employees” within the meaning of Section 162(m) of the Code, then you shall be subject to Section 3.21.3 of the Plan, as a result of which delivery of your Shares may be delayed.

(iii) In accordance with Section 1.3.2(i) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of all or any portion of your Year-End RSUs, the Firm may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares shall include such deliveries of cash, other securities, other awards under the Plan or other property.

(iv) Except as provided in this Paragraph 3(b)(iv) and Paragraphs 3(c), 7, and 9(g), the following Shares delivered to you in respect of your Year-End RSUs shall be subject to Transfer Restrictions:

(1) If the withholding rate applicable to the delivery of Shares on a Delivery Date (or any other date delivery of Shares is called for hereunder) is at least 50%, then all the Shares delivered to you (after application of the withholding) in respect of your Year-End RSUs on such date will be subject to the Transfer Restrictions until the date specified in your Award Statement as the Transferability Date.

(2) If the withholding rate applicable to the delivery of Shares on a Delivery Date (or any other date delivery of Shares is called for hereunder) is less than 50%, then 50% of the Shares scheduled to be delivered to you (prior to application of any withholding) on such date will be subject to the Transfer Restrictions until the Transferability Date, and the remaining Shares delivered to you (after application of any withholding) on such date will not be subject to the Transfer Restrictions. Shares may be rounded to avoid fractional Shares.

Shares that are subject to Transfer Restrictions are referred to in this Award Agreement as “Shares at Risk.” Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent your Shares at Risk are certificated, the Certificates representing the Shares at Risk are subject to the restrictions in this Paragraph 3(b)(iv), and GS Inc. shall advise its transfer agent to place a stop order against your Shares at Risk. Within 30 Business Days after the applicable Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions.

(v) In the discretion of the Committee, delivery of Shares (including Shares at Risk) or the payment of cash or other property may be made initially into an escrow account meeting such terms and conditions as are determined by the Firm and may be held in that escrow account until such time as the Committee has received such documentation as it may have requested or until the Committee has determined that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Year-End RSUs, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account on such terms and conditions (which may include, without limitation, your (or your estate or beneficiary) executing any documents related to, and your (or your estate or beneficiary) paying for any costs associated with, such account) as the Firm may deem necessary or appropriate. Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(c) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 15), if you die prior to the Delivery Date and/or the Transferability Date, the Shares underlying your then Outstanding Year-End RSUs shall be delivered to the representative of your estate and any Transfer Restrictions shall cease to apply as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

#### 4. Termination of Year-End RSUs and Non-Delivery of Shares; Termination of Shares at Risk.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 6, 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, your rights in respect of your Year-End RSUs that were Outstanding but that had not yet become Vested prior to your termination of Employment immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof. Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3(b)(iv).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraphs 6(b), 6(c), 6(d) and 6(e), your rights in respect of the Year-End RSUs that are Vested on the Date of Grant shall terminate, such Outstanding Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof if, prior to the earlier of \_\_\_\_\_ or the date on which your Year-End RSUs become deliverable following a Change in Control in accordance with Paragraph 7, you engage in "Competition." For purposes of this Award Agreement, "Competition" means that you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise.

(c) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Outstanding Year-End RSUs (whether or not Vested) immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;



(iii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise, or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel;

(iv) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By accepting the delivery of Shares or payment in respect of Dividend Equivalent Rights under this Award Agreement, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(v) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(vi) as a result of any action brought by you, it is determined that any of the terms or conditions for delivery of Shares in respect of this Award Agreement are invalid; or

(vii) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Year-End RSUs.

For purposes of the foregoing, the term "Selected Firm Personnel" means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(c)(iii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm.

(d) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Shares at Risk immediately shall terminate and such Shares at Risk shall be cancelled (and shall be subject to repayment in a manner similar to the provisions described in Paragraph 5) if:

(i) any event constituting Cause has occurred;

(ii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement; or

(iv) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Shares at Risk.

(e) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraphs 4(c)(v) and 4(d)(ii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraphs 4(c)(ii) and 4(d)(i).

(f) Unless the Committee determines otherwise, without limiting any other provision in Paragraphs 4(b), 4(c) or 4(d), and except as provided in Paragraph 7, if the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Year-End RSUs awarded as part of this Award (whether or not Vested) immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof (and any Shares, payments under Dividend Equivalent Rights, dividends on Shares at Risk or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5) and any Shares at Risk shall be cancelled.

5. Repayment. The provisions of Sections 2.5.3 and 2.6.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm such number of Shares delivered in respect of Year-End RSUs or released from Transfer Restrictions, or to pay to the Firm an amount equal to the Shares' Fair Market Value, in each case without reduction for any amounts applied to satisfy withholding tax or other obligations, if the Committee determines that all terms and conditions of delivery or release of Transfer Restrictions were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Sections 2.5.3, 2.6.3 and 2.8.4 of the Plan apply to all amounts received under this Award, including dividends and payments under Dividend Equivalent Rights (without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment).

6. Extended Absence, Retirement, Downsizing and Approved Termination for Program Analysts and Fixed-Term Employees.

(a) Notwithstanding any other provision of this Award Agreement, but subject to Paragraph 6(b), in the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) by reason of Extended Absence or Retirement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested), but all other terms and conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Any termination of Employment by reason of Extended Absence or Retirement shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3 (b)(iv).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), your rights in respect of your Outstanding Year-End RSUs that become Vested in accordance with Paragraph 6(a) immediately shall terminate, such Outstanding Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof if, prior to the original Vesting Date with respect to such Year-End RSUs, you engage in Competition. Notwithstanding the foregoing, unless otherwise determined by the Committee in its discretion, neither Paragraph 4(b) nor this Paragraph 6(b) will apply to your Outstanding Year-End RSUs if your termination of Employment by reason of Extended Absence or Retirement is characterized by the Firm as “involuntary” or by “mutual agreement” other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a “constructive termination” or the like or a termination for good reason, will constitute an “involuntary” termination of Employment or a termination of Employment by “mutual agreement.”

(c) Notwithstanding any other provision of this Award Agreement and subject to your executing such general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee, if your Employment is terminated without Cause solely by reason of a “downsizing,” the condition set forth in Paragraph 4(a) shall be waived with respect to your Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs that are Vested on the Date of Grant, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Whether or not your Employment is terminated solely by reason of a “downsizing” shall be determined by the Firm in its sole discretion. No termination of Employment initiated by you, including any termination claimed to be a “constructive termination” or the like or a termination for good reason, will be solely by reason of a “downsizing.” Your termination of Employment by reason of “downsizing” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3(b)(iv).

(d) Notwithstanding any other provision of this Award Agreement, if you are classified by the Firm as a “program analyst,” and your Employment is terminated without Cause solely by reason of an “approved termination” with respect to your participation in the program prior to any Vesting Date specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs that are Vested on the Date of Grant, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Unless otherwise determined by the Committee, for purposes of this Paragraph 6(d), an “approved termination” shall mean a termination of Employment from the analyst program where you: (i) successfully complete the analyst program (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the analyst program completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the analyst program, without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your analyst program ends and then later terminate Employment, you will not have an “approved termination.” An “approved termination” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3(b)(iv).

(e) Notwithstanding any other provision of this Award Agreement, if you are designated by the Firm on its records as a “fixed-term” employee and your Employment is terminated without Cause solely by reason of the expiration of your fixed term (an “approved termination”) prior to any Vesting

Date specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs that are Vested on the Date of Grant, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Unless otherwise determined by the Committee, for purposes of this Paragraph 6(e), an “approved termination” shall mean a termination of Employment from your fixed-term engagement where you: (i) successfully complete the fixed-term engagement (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the fixed-term engagement without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your fixed-term engagement ends and then later terminate Employment, you will not have an “approved termination.” An “approved termination” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3(b)(iv).

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement (except Paragraph 15), in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all Shares underlying your then Outstanding Year-End RSUs, whether or not Vested, shall be delivered and any Transfer Restrictions shall cease to apply.

8. Dividend Equivalent Rights; Dividends. Each Year-End RSU shall include a Dividend Equivalent Right. Accordingly, with respect to each of your Outstanding Year-End RSUs, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant, you shall be entitled to receive an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Share underlying such Outstanding Year-End RSU. Payment in respect of a Dividend Equivalent Right shall be made only with respect to Year-End RSUs that are Outstanding on the relevant record date. Each Dividend Equivalent Right shall be subject to the provisions of Section 2.8.2 of the Plan. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Shares at Risk, or, if the Shares at Risk are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Shares at Risk.

9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm’s executing a sale of Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm’s fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm’s executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Year-End RSUs are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of your Year-End RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award, you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of your Year-End RSUs in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with your Year-End RSU Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b), 4(c), 4(d) and 4(f), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Year-End RSUs and/or Shares at Risk;

then, in the case of Paragraph 9(g)(i) only, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and, in the case of Paragraphs 9(g)(i) and 9(g)(ii), any Transfer Restrictions shall cease to apply, and, at the sole discretion of the Firm, you shall receive either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding Vested Year-End RSUs, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 15(g) and applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Vested Year-End RSUs and/or Shares at Risk, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Year-End RSUs and Shares at Risk, as applicable, in accordance with Paragraphs 4(c)(iv) and 4(d)(iii).

10. Right of Offset. Except as provided in Paragraph 15(h), the obligation to deliver Shares, to pay dividends or payments under Dividend Equivalent Rights or to remove the Transfer Restrictions under this Award Agreement is subject to Section 3.4 of the Plan, which provides for the Firm's right to offset against such obligation any outstanding amounts you owe to the Firm and any amounts the Committee deems appropriate pursuant to any tax equalization policy or agreement.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Year-End RSUs may transfer some or all of their Year-End RSUs and/or Shares at Risk (which shall continue to be subject to Transfer Restrictions until the Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 15 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a “deferral of compensation” or “deferred compensation” as those terms are defined in the regulations under Section 409A (“409A deferred compensation”), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 15 and the other provisions of this Award Agreement, this Paragraph 15 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your Year-End RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 3 (b) and (c), 6(b) and (c) (execution of waiver and release of claims and agreement to pay associated tax liability) and 9 and the consents and other items specified in Section 3.3 of the Plan) are satisfied. To the extent that any portion of this Award is intended to satisfy the requirements for short-term deferral treatment under Section 409A, delivery for such portion shall occur by the March 15 coinciding with the last day of the applicable “short-term deferral” period described in Reg. 1.409A-1(b)(4) in order for the delivery of Shares to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Committee elects, pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date within the same calendar year or to such later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(b)(iii) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your Year-End RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(c), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) The timing of delivery or payment pursuant to Paragraph 7 shall occur on the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the termination of Employment occurs; provided, however, that, if you are a “specified employee” (as defined by the Firm in

accordance with Section 409A(a)(2)(i)(B) of the Code), delivery shall occur on the earlier of the Delivery Date or (to the extent required to avoid the imposition of additional tax under Section 409A) the date that is six months after your termination of Employment (or, if the latter date is not during a Window Period, the first trading day of the next Window Period). For purposes of Paragraph 7, references in this Award Agreement to termination of Employment mean a termination of Employment from the Firm (as defined by the Firm) which is also a separation from service (as defined by the Firm in accordance with Section 409A).

(f) Notwithstanding any provision of Paragraph 8 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding Year-End RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding Year-End RSUs.

(g) The timing of delivery or payment referred to in the first sentence of Paragraph 9(g) shall be the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding Year-End RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(h) Paragraph 10 and Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(i) Delivery of Shares in respect of any Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

(j) The Grantee understands and agrees that the Grantee is solely responsible for the payment of any taxes and penalties due pursuant to Section 409A.

16. Compliance of Award Agreement and Plan with Section 457A. To the extent the Committee or the SIP Committee determines that (i) Section 457A of the Code or any guidance promulgated thereunder (“Section 457A”) requires that, in order to qualify for the short-term deferral exception from treatment as “deferred compensation” under Section 457A(d)(3)(B) of the Code, the documents governing an Award must specify that such Award will be delivered within the period set forth in Section 457A(d)(3)(B) of the Code and (ii) all or any portion of this Award is or becomes subject to Section 457A, this Award Agreement will be deemed to be amended as of the Date of Grant (as the Committee or the SIP Committee determines necessary or appropriate after consultation with counsel) to provide that delivery of Year-End RSUs will occur no later than 12 months after the end of the taxable year in which the right to delivery is first no longer subject to a substantial risk of forfeiture (as defined under Section 457A); provided, however, that no action or modification will be permitted to the extent that such action or modification would cause such Award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A or otherwise would result in an additional tax imposed under Section 409A in respect of such Award.



17. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END RSU AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End award (this “Award”) of RSUs (“Year-End RSUs”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 15.**

2. **Award.** The number of Year-End RSUs subject to this Award is set forth in the Award Statement delivered to you. An RSU is an unfunded and unsecured promise to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) on the Delivery Date or as otherwise provided herein. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder of GS Inc. In addition, Shares delivered in respect of your Year-End RSUs will be subject to transfer restrictions following the Delivery Date as described in Paragraph 3(b)(iv) below. **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. **Vesting and Delivery and Transfer Restrictions.**

(a) **Vesting.** All of your Year-End RSUs shall be Vested on the Date of Grant. The fact that your Year-End RSUs are Vested means only that your continued active Employment is not required in order to receive delivery of the Shares underlying your Outstanding Year-End RSUs. However, all other terms and conditions of this Award Agreement shall continue to apply to such Year-End RSUs, and failure to meet such terms and conditions may result in the termination of this Award (as a result of which, no Shares underlying such Year-End RSUs would be delivered).

(b) Delivery and Transfer Restrictions.

(i) The Delivery Date with respect to the number or percentage of your Year-End RSUs shall be the date specified next to such number or percentage of Year-End RSUs on your Award Statement. In accordance with Treasury Regulations section (“Reg.”) 1.409A-3(d), the Firm may accelerate delivery to a date that is up to 30 days before the Delivery Date specified on the Award Statement; provided, however, that in no event shall you be permitted to designate, directly or indirectly, the taxable year of the delivery.

(ii) Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 5, 7, 9, 10, 15 and 16, in accordance with Section 3.23 of the Plan, reasonably promptly (but in no case more than 30 Business Days) after each date specified as a Delivery Date (or any other date delivery of Shares is called for hereunder), unless otherwise determined by the Firm, Shares underlying the number or percentage of your then Outstanding Year-End RSUs with respect to which such Delivery Date (or other date) has occurred (which number of Shares may be rounded to avoid fractional Shares) shall be delivered by book entry credit to your Account. Notwithstanding the foregoing, if you are or become considered by GS Inc. to be one of its “covered employees” within the meaning of Section 162(m) of the Code, then you shall be subject to Section 3.21.3 of the Plan, as a result of which delivery of your Shares may be delayed.

(iii) In accordance with Section 1.3.2(i) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of all or any portion of your Year-End RSUs, the Firm may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares shall include such deliveries of cash, other securities, other awards under the Plan or other property.

(iv) Except as provided in Paragraphs 3(c), 7, and 9(g), the following Shares delivered to you in respect of your Year-End RSUs shall be subject to Transfer Restrictions:

(1) If the withholding rate applicable to the delivery of Shares on a Delivery Date (or any other date delivery of Shares is called for hereunder) is at least 50%, then all the Shares delivered to you (after application of the withholding) in respect of your Year-End RSUs on such date will be subject to the Transfer Restrictions until the date specified in your Award Statement as the Transferability Date.

(2) If the withholding rate applicable to the delivery of Shares on a Delivery Date (or any other date delivery of Shares is called for hereunder) is less than 50%, then 50% of the Shares scheduled to be delivered to you (prior to application of any withholding) on such date will be subject to the Transfer Restrictions until the Transferability Date[, and the remaining Shares delivered to you (after application of any withholding) on such date will be subject to the Transfer Restrictions until the first trading day during a Window Period that occurs on or after the six-month anniversary of the Delivery Date]. Shares may be rounded to avoid fractional Shares.

Shares that are subject to Transfer Restrictions are referred to in this Award Agreement as “Shares at Risk.” Any date on which Transfer Restrictions lapse pursuant to this Paragraph 3(b)(iv) is referred to in this Award Agreement as an “Applicable Transferability Date.” Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent your Shares at Risk are certificated, the Certificates representing the Shares at Risk are subject to the restrictions in this Paragraph 3(b)(iv), and GS Inc. shall advise its transfer agent to place a stop order against your Shares at Risk. Within 30 Business Days after the Applicable Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions.

(v) In the discretion of the Committee, delivery of Shares (including Shares at Risk) or the payment of cash or other property may be made initially into an escrow account meeting such terms and conditions as are determined by the Firm and may be held in that escrow account until such time as the Committee has received such documentation as it may have requested or until the Committee has determined that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Year-End RSUs, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account on such terms and conditions (which may include, without limitation, your (or your estate or beneficiary) executing any documents related to, and your (or your estate or beneficiary) paying for any costs associated with, such account) as the Firm may deem necessary or appropriate. Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(c) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 15), if you die prior to the Delivery Date and/or the Applicable Transferability Date, the Shares underlying your then Outstanding Year-End RSUs shall be delivered to the representative of your estate and any Transfer Restrictions shall cease to apply as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

#### 4. Termination of Year-End RSUs and Non-Delivery of Shares; Termination of Shares at Risk.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraph 6(b):

(i) your rights in respect of all Year-End RSUs shall terminate, such Outstanding Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof, if you engage in "Competition" (as defined below) prior to the earlier of \_\_\_\_\_ or the date on which your Year-End RSUs become deliverable following a Change in Control in accordance with Paragraph 7;

(ii) your rights in respect of the number or percentage of Year-End RSUs that are scheduled to deliver in \_\_\_\_\_ shall terminate, such number of Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof, if you engage in Competition on or after \_\_\_\_\_, but prior to the earlier of \_\_\_\_\_ or the date on which your Year-End RSUs become deliverable following a Change in Control in accordance with Paragraph 7; and

(iii) your rights in respect of the number or percentage of Year-End RSUs that are scheduled to deliver in \_\_\_\_\_ shall terminate, such number of Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof, if you engage in Competition on or after \_\_\_\_\_, but prior to the earlier of \_\_\_\_\_ or the date on which your Year-End RSUs become deliverable following a Change in Control in accordance with Paragraph 7.

For purposes of this Award Agreement, "Competition" means that you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise.

(c) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Outstanding Year-End RSUs immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;

(iii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise, or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel;

(iv) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By accepting the delivery of Shares or payment in respect of Dividend Equivalent Rights under this Award Agreement, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(v) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(vi) as a result of any action brought by you, it is determined that any of the terms or conditions for delivery of Shares in respect of this Award Agreement are invalid; [or]

(vii) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Year-End RSUs;

(viii) [GS Inc. fails to maintain the required "Minimum Tier 1 Capital Ratio" as defined under Federal Reserve Board Regulations applicable to GS Inc. for a period of 90 consecutive business days; or]

(ix) [the Board of Governors of the Federal Reserve or the Federal Deposit Insurance Corporation (the “FDIC”) makes a written recommendation under Title II (Orderly Liquidation Authority) of the Dodd-Frank Wall Street Reform and Consumer Protection Act for the appointment of the FDIC as a receiver of GS Inc. based on a determination that GS Inc. is “in default” or “in danger of default”].

For purposes of the foregoing, the term “Selected Firm Personnel” means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(c)(iii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm.

(d) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Shares at Risk immediately shall terminate and such Shares at Risk shall be cancelled (and shall be subject to repayment in a manner similar to the provisions described in Paragraph 5) if:

(i) any event constituting Cause has occurred;

(ii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm’s notice period requirement applicable to you, any offer letter, employment agreement or any shareholders’ agreement to which other similarly situated employees of the Firm are a party;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement; or

(iv) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Shares at Risk.

(e) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraphs 4(c)(v) and 4(d)(ii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraphs 4(c)(ii) and 4(d)(i).

(f) Unless the Committee determines otherwise, without limiting any other provision in Paragraphs 4(b), 4(c) or 4(d), and except as provided in Paragraph 7, if:

(i) the Committee determines that, during the Firm’s fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in

respect of your Year-End RSUs awarded as part of this Award immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof (and any Shares, payments under Dividend Equivalent Rights, dividends on Shares at Risk or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5) and any Shares at Risk shall be cancelled[, or

(ii) prior to the delivery of the Year-End RSUs, there occurred (A) an annual pre-tax loss at GS Inc., or (B) annual negative revenues in one or more reporting segments as disclosed in the Firm's Form 10-K other than the Investing & Lending segment, or annual negative revenues in the Investing & Lending segment of \$5 billion or more, provided in either case that you are employed in a business within such reporting segment, or (C) a loss equal to at least 5% of firmwide capital from a reportable operational risk event determined in accordance with the firmwide Reporting Operational Risk Events Policy (each being referred to in this Paragraph 4(f)(ii) as a "Claw-Back Event"), if and to the extent determined by the Committee, your rights in respect of all or a portion of your Year-End RSUs awarded as part of this Award (whether or not Vested) which are scheduled to deliver on the next Delivery Date immediately following the date that the Claw-Back Event is identified (or, if not practicable, then the next following Delivery Date) shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof. In determining the extent to which this Paragraph 4(f)(ii) shall result in the termination or cancellation of any portion of this Award, the Committee will consider certain factors, including the reason for the Claw-Back Event and the extent to which an employee participated in the Claw-Back Event, the extent to which your compensation for the Firm's 2013 fiscal year may or may not have been adjusted to take into account the risk associated with the Claw-Back Event, and the extent to which your compensation may be adjusted for the year in which the Claw-Back Event is discovered].

5. Repayment. The provisions of Sections 2.5.3 and 2.6.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm such number of Shares delivered in respect of Year-End RSUs or released from Transfer Restrictions, or to pay to the Firm an amount equal to the Shares' Fair Market Value, in each case without reduction for any amounts applied to satisfy withholding tax or other obligations, if the Committee determines that all terms and conditions of delivery or release of Transfer Restrictions were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Sections 2.5.3, 2.6.3 and 2.8.4 of the Plan apply to all amounts received under this Award, including dividends and payments under Dividend Equivalent Rights (without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment).

#### 6. Certain Terminations of Employment.

(a) In the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) for any reason, all terms and conditions of this Award Agreement shall continue to apply.

(b) Unless otherwise determined by the Committee in its discretion, Paragraph 4(b) will not apply following termination of Employment that is characterized by the Firm as "involuntary" or by "mutual agreement" other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a "constructive termination" or the like or a termination for good reason, will constitute an "involuntary" termination of Employment or a termination of Employment by "mutual agreement."

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement (except Paragraph 15), in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all Shares underlying your then Outstanding Year-End RSUs shall be delivered and any Transfer Restrictions shall cease to apply.



8. Dividend Equivalent Rights; Dividends. Each Year-End RSU shall include a Dividend Equivalent Right. Accordingly, with respect to each of your Outstanding Year-End RSUs, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant, you shall be entitled to receive an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Share underlying such Outstanding Year-End RSU. Payment in respect of a Dividend Equivalent Right shall be made only with respect to Year-End RSUs that are Outstanding on the relevant record date. Each Dividend Equivalent Right shall be subject to the provisions of Section 2.8.2 of the Plan. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Shares at Risk, or, if the Shares at Risk are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Shares at Risk.

9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Year-End RSUs are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of your Year-End RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award, you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales

of Shares delivered to you in respect of your Year-End RSUs in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with your Year-End RSU Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b), 4(c), 4(d) and 4(f), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Year-End RSUs and/or Shares at Risk;

then any Transfer Restrictions shall cease to apply, and, at the sole discretion of the Firm, you shall receive either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding Year-End RSUs, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 15(g) and applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Year-End RSUs and/or Shares at Risk, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Year-End RSUs and Shares at Risk, as applicable, in accordance with Paragraphs 4(c)(iv) and 4(d)(iii).

10. Right of Offset. Except as provided in Paragraph 15(h), the obligation to deliver Shares, to pay dividends or payments under Dividend Equivalent Rights or to remove the Transfer Restrictions under this Award Agreement is subject to Section 3.4 of the Plan, which provides for the Firm's right to offset against such obligation any outstanding amounts you owe to the Firm and any amounts the Committee deems appropriate pursuant to any tax equalization policy or agreement.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Year-End RSUs may transfer some or all of their Year-End RSUs and/or Shares at Risk (which shall continue to be subject to Transfer Restrictions until the Applicable Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 15 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a "deferral of compensation" or "deferred compensation" as those terms are defined in the regulations under Section 409A ("409A deferred compensation")), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 15 and the other provisions of this Award Agreement, this Paragraph 15 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your Year-End RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 3 (b) and (c), 6(b) (execution of waiver and release of claims and agreement to pay associated tax liability) and 9 and the consents and other items specified in Section 3.3 of the Plan) are satisfied. To the extent that any portion of this Award is intended to satisfy the requirements for short-term deferral treatment under Section 409A, delivery for such portion shall occur by the March 15 coinciding with the last day of the applicable “short-term deferral” period described in Reg. 1.409A-1(b)(4) in order for the delivery of Shares to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Committee elects, pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date within the same calendar year or to such later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(b)(iii) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your Year-End RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(c), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) The timing of delivery or payment pursuant to Paragraph 7 shall occur on the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the termination of Employment occurs; provided, however, that, if you are a “specified employee” (as defined by the Firm in accordance with Section 409A(a)(2)(i)(B) of the Code), delivery shall occur on the earlier of the Delivery Date or (to the extent required to avoid the imposition of additional tax under Section 409A) the date that is six months after your termination of Employment (or, if the latter date is not during a Window Period, the first trading day of the next Window Period). For purposes of Paragraph 7, references in this Award Agreement to termination of Employment mean a termination of Employment from the Firm (as defined by the Firm) which is also a separation from service (as defined by the Firm in accordance with Section 409A).

(f) Notwithstanding any provision of Paragraph 8 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding Year-End RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding Year-End RSUs.

(g) The timing of delivery or payment referred to in the first sentence of Paragraph 9(g) shall be the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding Year-End RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(h) Paragraph 10 and Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(i) Delivery of Shares in respect of any Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

(j) The Grantee understands and agrees that the Grantee is solely responsible for the payment of any taxes and penalties due pursuant to Section 409A.

16. Compliance of Award Agreement and Plan with Section 457A. To the extent the Committee or the SIP Committee determines that (i) Section 457A of the Code or any guidance promulgated thereunder (“Section 457A”) requires that, in order to qualify for the short-term deferral exception from treatment as “deferred compensation” under Section 457A(d)(3)(B) of the Code, the documents governing an Award must specify that such Award will be delivered within the period set forth in Section 457A(d)(3)(B) of the Code and (ii) all or any portion of this Award is or becomes subject to Section 457A, this Award Agreement will be deemed to be amended as of the Date of Grant (as the Committee or the SIP Committee determines necessary or appropriate after consultation with counsel) to provide that delivery of Year-End RSUs will occur no later than 12 months after the end of the taxable year in which the right to delivery is first no longer subject to a substantial risk of forfeiture (as defined under Section 457A); provided, however, that no action or modification will be permitted to the extent that such action or modification would cause such Award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A or otherwise would result in an additional tax imposed under Section 409A in respect of such Award.

17. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END RSU AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End award (this “Award”) of RSUs (“Year-End RSUs”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 15.**

2. **Award.** The number of Year-End RSUs subject to this Award is set forth in the Award Statement delivered to you and is comprised of the number of RSUs designated on your Award Statement as “Year-End RSUs” and “Year-End Supplemental RSUs.” The RSUs that are designated on your Award Statement as “Year-End RSUs” (and not “Year-End Supplemental RSUs”) are referred to in this Award Agreement as “Base RSUs.” The RSUs that are designated on your Award Statement as “Year-End Supplemental RSUs” are referred to in this Award Agreement as “Supplemental RSUs.” Unless otherwise provided, all references to “Year-End RSUs” include both the Supplemental RSUs and the Base RSUs. (For the avoidance of doubt, this Award Agreement does not govern the terms and conditions of the RSUs designated on your Award Statement as “Year-End Short-Term RSUs,” which are addressed separately in the Year-End Short-Term RSU Award Agreement.) An RSU is an unfunded and unsecured promise to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) on the Delivery Date or as otherwise provided herein. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder of GS Inc. In addition, Shares delivered in respect of your Year-End RSUs will be subject to transfer restrictions following the Delivery Date as described in Paragraph 3(b)(iv) below. **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

### 3. Vesting and Delivery and Transfer Restrictions.

(a) Vesting. All of your Supplemental RSUs shall be Vested on the Date of Grant. Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 6, 7, 9, 10 and 15, on each Vesting Date you shall become Vested in the number or percentage of Base RSUs specified next to such Vesting Date on the Award Statement (which may be rounded to avoid fractional Shares). When a Year-End RSU becomes Vested, it means only that your continued active Employment is not required in order to receive delivery of the Shares underlying your Outstanding Year-End RSUs that are or become Vested. However, all other terms and conditions of this Award Agreement shall continue to apply to such Vested Year-End RSUs, and failure to meet such terms and conditions may result in the termination of this Award (as a result of which, no Shares underlying such Vested Year-End RSUs would be delivered).

#### (b) Delivery and Transfer Restrictions.

(i) The Delivery Date with respect to the number or percentage of your Year-End RSUs shall be the date specified next to such number or percentage of Year-End RSUs on your Award Statement, such that delivery applies first to Shares underlying the Supplemental RSUs and then to Shares underlying the Base RSUs. In accordance with Treasury Regulations section ("Reg.") 1.409A-3(d), the Firm may accelerate delivery to a date that is up to 30 days before the Delivery Date specified on the Award Statement; provided, however, that in no event shall you be permitted to designate, directly or indirectly, the taxable year of the delivery.

(ii) Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 5, 6, 7, 9, 10, 15 and 16, in accordance with Section 3.23 of the Plan, reasonably promptly (but in no case more than 30 Business Days) after each date specified as a Delivery Date (or any other date delivery of Shares is called for hereunder), unless otherwise determined by the Firm, Shares underlying the number or percentage of your then Outstanding Year-End RSUs with respect to which such Delivery Date (or other date) has occurred (which number of Shares may be rounded to avoid fractional Shares) shall be delivered by book entry credit to your Account. Notwithstanding the foregoing, if you are or become considered by GS Inc. to be one of its "covered employees" within the meaning of Section 162(m) of the Code, then you shall be subject to Section 3.21.3 of the Plan, as a result of which delivery of your Shares may be delayed.

(iii) In accordance with Section 1.3.2(i) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of all or any portion of your Year-End RSUs, the Firm may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares shall include such deliveries of cash, other securities, other awards under the Plan or other property.

(iv) Except as provided in Paragraphs 3(c), 7, and 9(g), the following Shares delivered to you in respect of your Year-End RSUs shall be subject to Transfer Restrictions:

(A) Transfer Restrictions on Supplemental RSU Shares. All Shares delivered to you in respect of Supplemental RSUs (after application of any tax or other withholding) shall be subject to the Transfer Restrictions until the first trading day during a Window Period that occurs on or after the six-month anniversary of the Delivery Date.

#### (B) Transfer Restrictions on Base RSU Shares.

(1) If the withholding rate applicable to the delivery of Shares underlying Base RSUs on a Delivery Date (or any other date delivery of Shares is called for hereunder) is at least 50%, then all the Shares delivered to you (after



application of the withholding) in respect of such RSUs on such date will be subject to the Transfer Restrictions until the date specified for such RSUs in your Award Statement as the Transferability Date.

(2) If the withholding rate applicable to the delivery of Shares underlying Base RSUs on a Delivery Date (or any other date delivery of Shares is called for hereunder) is less than 50%, then 50% of the Shares scheduled to be delivered to you (prior to application of any withholding) in respect of such RSUs on such date will be subject to the Transfer Restrictions until the Transferability Date. The remaining Shares underlying such RSUs delivered to you (after application of any withholding) on such date will be subject to the Transfer Restrictions until the first trading day during a Window Period that occurs on or after the six-month anniversary of the Delivery Date. Shares may be rounded to avoid fractional Shares.

Shares that are subject to Transfer Restrictions are referred to in this Award Agreement as “Shares at Risk.” Any date on which Transfer Restrictions lapse pursuant to this Paragraph 3(b)(iv) is referred to in this Award Agreement as an “Applicable Transferability Date.” Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent your Shares at Risk are certificated, the Certificates representing the Shares at Risk are subject to the restrictions in this Paragraph 3(b)(iv), and GS Inc. shall advise its transfer agent to place a stop order against your Shares at Risk. Within 30 Business Days after the Applicable Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions.

(v) In the discretion of the Committee, delivery of Shares (including Shares at Risk) or the payment of cash or other property may be made initially into an escrow account meeting such terms and conditions as are determined by the Firm and may be held in that escrow account until such time as the Committee has received such documentation as it may have requested or until the Committee has determined that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Year-End RSUs, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account on such terms and conditions (which may include, without limitation, your (or your estate or beneficiary) executing any documents related to, and your (or your estate or beneficiary) paying for any costs associated with, such account) as the Firm may deem necessary or appropriate. Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(vi) If you are a party to the Amended and Restated Shareholders’ Agreement (the “Shareholders’ Agreement”), Shares delivered with respect to your Year-End RSUs will be subject to the Shareholders’ Agreement, except that Shares delivered with respect to Supplemental RSUs will not be considered “Covered Shares” for purposes of Section 2.1(a) of the Shareholders’ Agreement.

(c) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 15), if you die prior to the Delivery Date and/or the Applicable Transferability Date, the Shares underlying your then Outstanding Year-End RSUs shall be delivered to the representative of your estate and any Transfer Restrictions shall cease to apply as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

#### 4. Termination of Year-End RSUs and Non-Delivery of Shares; Termination of Shares at Risk.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 6, 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, your rights in respect of your Year-End RSUs that were Outstanding but that had not yet become Vested prior to your termination of Employment immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof. Unless the Committee determines otherwise, and except as provided in Paragraphs 3(c), 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraphs 6(b) and 6(c), your rights in respect of the number or percentage of Supplemental RSUs that are scheduled to deliver on an applicable Delivery Date shall terminate, such number of Supplemental RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof, if you engage in "Competition" on or prior to the earlier of (i) the December 31 that immediately precedes such Delivery Date or (ii) the date on which your Supplemental RSUs become deliverable following a Change in Control in accordance with Paragraph 7 hereof. In addition, without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraphs 6(b), 6(c), 6(d) and 6(e), your rights in respect of the Base RSUs that are Vested on the Date of Grant shall terminate, such Outstanding Base RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof if you engage in "Competition" on or prior to the earlier of or the date on which your Base RSUs become deliverable following a Change in Control in accordance with Paragraph 7. For purposes of this Award Agreement, "Competition" means that you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise.

(c) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Outstanding Year-End RSUs (whether or not Vested) immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;

(iii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise, or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel;

(iv) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By accepting the delivery of Shares or payment in respect of Dividend Equivalent Rights under this Award Agreement, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(v) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(vi) as a result of any action brought by you, it is determined that any of the terms or conditions for delivery of Shares in respect of this Award Agreement are invalid;

(vii) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Year-End RSUs;

(viii) GS Inc. fails to maintain the required "Minimum Tier 1 Capital Ratio" as defined under Federal Reserve Board Regulations applicable to GS Inc. for a period of 90 consecutive business days; or

(ix) the Board of Governors of the Federal Reserve or the Federal Deposit Insurance Corporation (the "FDIC") makes a written recommendation under Title II (Orderly Liquidation Authority) of the Dodd-Frank Wall Street Reform and Consumer Protection Act for the appointment of the FDIC as a receiver of GS Inc. based on a determination that GS Inc. is "in default" or "in danger of default."

For purposes of the foregoing, the term "Selected Firm Personnel" means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(c)(iii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm.

(d) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Shares at Risk immediately shall terminate and such Shares at Risk shall be cancelled (and shall be subject to repayment in a manner similar to the provisions described in Paragraph 5) if:

(i) any event constituting Cause has occurred;

(ii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply,

with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement; or

(iv) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Shares at Risk.

(e) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraphs 4(c)(v) and 4(d)(ii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraphs 4(c)(ii) and 4(d)(i).

(f) Unless the Committee determines otherwise, without limiting any other provision in Paragraphs 4(b), 4(c) or 4(d), and except as provided in Paragraph 7, if:

(i) the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Year-End RSUs awarded as part of this Award (whether or not Vested) immediately shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof (and any Shares, payments under Dividend Equivalent Rights, dividends on Shares at Risk or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5) and any Shares at Risk shall be cancelled[, or

(ii) prior to the delivery of the Year-End RSUs, there occurred (A) an annual pre-tax loss at GS Inc., or (B) annual negative revenues in one or more reporting segments as disclosed in the Firm's Form 10-K other than the Investing & Lending segment, or annual negative revenues in the Investing & Lending segment of \$5 billion or more, provided in either case that you are employed in a business within such reporting segment, or (C) a loss equal to at least 5% of firmwide capital from a reportable operational risk event determined in accordance with the firmwide Reporting Operational Risk Events Policy (each being referred to in this Paragraph 4(f)(ii) as a "Claw-Back Event"), if and to the extent determined by the Committee, your rights in respect of all or a portion of your Year-End RSUs awarded as part of this Award (whether or not Vested) which are scheduled to deliver on the next Delivery Date immediately following the date that the Claw-Back Event is identified (or, if not practicable, then the next following Delivery Date) shall terminate, such Year-End RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof. In determining the extent to which this Paragraph 4(f)(ii) shall result in the termination or cancellation of any portion of this Award, the Committee will consider certain factors, including the reason for the Claw-Back Event and the extent to which an employee participated in the Claw-Back Event, the extent to which your compensation for the Firm's 2013 fiscal year may or may not have been adjusted to take into account the risk associated with the Claw-Back Event, and the extent to which your compensation may be adjusted for the year in which the Claw-Back Event is discovered].

5. Repayment. The provisions of Sections 2.5.3 and 2.6.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm such number of Shares

delivered in respect of Year-End RSUs or released from Transfer Restrictions, or to pay to the Firm an amount equal to the Shares' Fair Market Value, in each case without reduction for any amounts applied to satisfy withholding tax or other obligations, if the Committee determines that all terms and conditions of delivery or release of Transfer Restrictions were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Sections 2.5.3, 2.6.3 and 2.8.4 of the Plan apply to all amounts received under this Award, including dividends and payments under Dividend Equivalent Rights (without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment).

6. Extended Absence, Retirement, Downsizing and Approved Termination for Program Analysts and Fixed-Term Employees.

(a) Notwithstanding any other provision of this Award Agreement, but subject to Paragraph 6(b), in the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) by reason of Extended Absence or Retirement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested), but all other terms and conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Any termination of Employment by reason of Extended Absence or Retirement shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), your rights in respect of your Outstanding Year-End RSUs that become Vested in accordance with Paragraph 6(a) immediately shall terminate, such Outstanding Year-End RSUs shall cease to be Outstanding, and no Shares shall be delivered in respect thereof if, prior to the original Vesting Date with respect to such Year-End RSUs, you engage in Competition. Notwithstanding the foregoing, unless otherwise determined by the Committee in its discretion, neither Paragraph 4(b) nor this Paragraph 6(b) will apply to your Outstanding Year-End RSUs if your termination of Employment by reason of Extended Absence or Retirement is characterized by the Firm as "involuntary" or by "mutual agreement" other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a "constructive termination" or the like or a termination for good reason, will constitute an "involuntary" termination of Employment or a termination of Employment by "mutual agreement."

(c) Notwithstanding any other provision of this Award Agreement and subject to your executing such general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee, if your Employment is terminated without Cause solely by reason of a "downsizing," the condition set forth in Paragraph 4(a) shall be waived with respect to your Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Whether or not your Employment is terminated solely by reason of a "downsizing" shall be determined by the Firm in its sole discretion. No termination of Employment initiated by you, including any termination claimed to be a "constructive termination" or the like or a termination for good reason, will be solely by reason of a "downsizing." Your termination of Employment by reason of "downsizing" shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

(d) Notwithstanding any other provision of this Award Agreement, if you are classified by the Firm as a "program analyst," and your Employment is terminated without Cause solely by reason of an "approved termination" with respect to your participation in the program prior to any Vesting Date

specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Unless otherwise determined by the Committee, for purposes of this Paragraph 6(d), an “approved termination” shall mean a termination of Employment from the analyst program where you: (i) successfully complete the analyst program (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the analyst program completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the analyst program, without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your analyst program ends and then later terminate Employment, you will not have an “approved termination.” An “approved termination” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

(e) Notwithstanding any other provision of this Award Agreement, if you are designated by the Firm on its records as a “fixed-term” employee and your Employment is terminated without Cause solely by reason of the expiration of your fixed term (an “approved termination”) prior to any Vesting Date specified on your Award Statement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Year-End RSUs, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Unless otherwise determined by the Committee, for purposes of this Paragraph 6(e), an “approved termination” shall mean a termination of Employment from your fixed-term engagement where you: (i) successfully complete the fixed-term engagement (as determined by the Firm in its sole discretion), which shall include, but not be limited to, remaining Employed by the Firm through the completion date specified by the Firm and (ii) terminate Employment with the Firm immediately after you complete the fixed-term engagement without any “stay-on” or other agreement or understanding to continue Employment with the Firm. If you agree to stay with the Firm as an employee after your fixed-term engagement ends and then later terminate Employment, you will not have an “approved termination.” An “approved termination” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Applicable Transferability Date as provided in Paragraph 3(b)(iv).

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement (except Paragraph 15), in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all Shares underlying your then Outstanding Year-End RSUs, whether or not Vested, shall be delivered and any Transfer Restrictions shall cease to apply.

8. Dividend Equivalent Rights: Dividends. Each Year-End RSU shall include a Dividend Equivalent Right. Accordingly, with respect to each of your Outstanding Year-End RSUs, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant, you shall be entitled to receive an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Share underlying such Outstanding Year-End RSU. Payment in respect of a Dividend Equivalent Right shall be made only with respect to Year-End RSUs that are Outstanding on the relevant record date. Each Dividend Equivalent Right shall be subject to the provisions of Section 2.8.2 of the Plan. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Shares at Risk, or, if the Shares at Risk are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Shares at Risk.

## 9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Year-End RSUs are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of your Year-End RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award, you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of your Year-End RSUs in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with your Year-End RSU Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b), 4(c), 4(d) and 4(f), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Year-End RSUs and/or Shares at Risk;

then, in the case of Paragraph 9(g)(i) only, the condition set forth in Paragraph 4(a) shall be waived with respect to any Year-End RSUs that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Year-End RSUs shall become Vested) and, in the case of Paragraphs 9(g)(i) and 9(g)(ii), any Transfer Restrictions shall cease to apply, and, at the sole discretion of the Firm, you shall receive either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding Vested Year-End RSUs, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 15(g) and applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Vested Year-End RSUs and/or Shares at Risk, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Year-End RSUs and Shares at Risk, as applicable, in accordance with Paragraphs 4(c)(iv) and 4(d)(iii).

10. Right of Offset. Except as provided in Paragraph 15(h), the obligation to deliver Shares, to pay dividends or payments under Dividend Equivalent Rights or to remove the Transfer Restrictions under this Award Agreement is subject to Section 3.4 of the Plan, which provides for the Firm's right to offset against such obligation any outstanding amounts you owe to the Firm and any amounts the Committee deems appropriate pursuant to any tax equalization policy or agreement.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY



REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Year-End RSUs may transfer some or all of their Year-End RSUs and/or Shares at Risk (which shall continue to be subject to Transfer Restrictions until the Applicable Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 15 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a "deferral of compensation" or "deferred compensation" as those terms are defined in the regulations under Section 409A ("409A deferred compensation"), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 15 and the other provisions of this Award Agreement, this Paragraph 15 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your Year-End RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 3 (b) and (c), 6(b) and (c) (execution of waiver and release of claims and agreement to pay associated tax liability) and 9 and the consents and other items specified in Section 3.3 of the Plan) are satisfied. To the extent that any portion of this Award is intended to satisfy the requirements for short-term deferral treatment under Section 409A, delivery for such portion shall occur by the March 15 coinciding with the last day of the applicable "short-term deferral" period described in Reg. 1.409A-1(b)(4) in order for the delivery of Shares to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Committee elects, pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date within the same calendar year or to such later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(b)(iii) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your Year-End RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(c), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) The timing of delivery or payment pursuant to Paragraph 7 shall occur on the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the termination of Employment occurs; provided, however, that, if you are a “specified employee” (as defined by the Firm in accordance with Section 409A(a)(2)(i)(B) of the Code), delivery shall occur on the earlier of the Delivery Date or (to the extent required to avoid the imposition of additional tax under Section 409A) the date that is six months after your termination of Employment (or, if the latter date is not during a Window Period, the first trading day of the next Window Period). For purposes of Paragraph 7, references in this Award Agreement to termination of Employment mean a termination of Employment from the Firm (as defined by the Firm) which is also a separation from service (as defined by the Firm in accordance with Section 409A).

(f) Notwithstanding any provision of Paragraph 8 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding Year-End RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding Year-End RSUs.

(g) The timing of delivery or payment referred to in the first sentence of Paragraph 9(g) shall be the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding Year-End RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(h) Paragraph 10 and Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(i) Delivery of Shares in respect of any Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

(j) The Grantee understands and agrees that the Grantee is solely responsible for the payment of any taxes and penalties due pursuant to Section 409A.

16. Compliance of Award Agreement and Plan with Section 457A. To the extent the Committee or the SIP Committee determines that (i) Section 457A of the Code or any guidance promulgated thereunder (“Section 457A”) requires that, in order to qualify for the short-term deferral exception from treatment as “deferred compensation” under Section 457A(d)(3)(B) of the Code, the documents governing an Award must specify that such Award will be delivered within the period set forth in Section 457A(d)(3)(B) of the Code and (ii) all or any portion of this Award is or becomes subject to Section 457A, this Award Agreement will be deemed to be amended as of the Date of Grant (as the Committee or the SIP Committee determines necessary or appropriate after consultation with counsel) to provide that delivery of Year-End RSUs will occur no later than 12 months after the end of the taxable year in which the right to delivery is first no longer subject to a substantial risk of forfeiture (as defined under Section 457A); provided, however, that no action or modification will be permitted to the extent that such action or modification would cause such Award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A or otherwise would result in an additional tax imposed under Section 409A in respect of such Award.

17. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END SHORT-TERM RSU AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End award (this “Award”) of “Short-Term” RSUs (“Year-End Short-Term RSUs”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. **IN LIGHT OF THE U.S. TAX RULES RELATING TO DEFERRED COMPENSATION IN SECTION 409A OF THE CODE, TO THE EXTENT THAT YOU ARE A UNITED STATES TAXPAYER, CERTAIN PROVISIONS OF THIS AWARD AGREEMENT AND OF THE PLAN SHALL APPLY ONLY AS PROVIDED IN PARAGRAPH 15.**

2. **Award.** The number of Year-End Short-Term RSUs subject to this Award is set forth in the Award Statement delivered to you. An RSU is an unfunded and unsecured promise to deliver (or cause to be delivered) to you, subject to the terms and conditions of this Award Agreement, a share of Common Stock (a “Share”) on the Delivery Date or as otherwise provided herein. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder of GS Inc. **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. **Vesting and Delivery.**

(a) **Vesting.** All of your Year-End Short-Term RSUs shall be Vested on the Date of Grant. The fact that your Year-End Short-Term RSUs are Vested means only that your continued active Employment is not required in order to receive delivery of the Shares underlying your Outstanding Year-End Short-Term RSUs. However, all other terms and conditions of this Award Agreement shall continue to apply to such Vested Year-End Short-Term RSUs, and failure to meet such terms and conditions may result in the termination of this Award (as a result of which, no Shares underlying such Year-End Short-Term RSUs would be delivered).

(b) **Delivery.**

(i) The Delivery Date with respect to the number or percentage of your Year-End Short-Term RSUs shall be the date specified next to such number or percentage of Year-End Short-Term

RSUs on your Award Statement. In accordance with Treasury Regulations section (“Reg.”) 1.409A-3(d), the Firm may accelerate delivery to a date that is up to 30 days before the Delivery Date specified on the Award Statement; provided, however, that in no event shall you be permitted to designate, directly or indirectly, the taxable year of the delivery.

(ii) Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 5, 7, 9, 10, 15 and 16, in accordance with Section 3.23 of the Plan, reasonably promptly (but in no case more than 30 Business Days) after each date specified as a Delivery Date (or any other date delivery of Shares is called for hereunder), unless otherwise determined by the Firm, Shares underlying the number or percentage of your then Outstanding Year-End Short-Term RSUs with respect to which such Delivery Date (or other date) has occurred (which number of Shares may be rounded to avoid fractional Shares) shall be delivered by book entry credit to your Account. Notwithstanding the foregoing, if you are or become considered by GS Inc. to be one of its “covered employees” within the meaning of Section 162(m) of the Code, then you shall be subject to Section 3.21.3 of the Plan, as a result of which delivery of your Shares may be delayed.

(iii) In accordance with Section 1.3.2(i) of the Plan, in the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of all or any portion of your Year-End Short-Term RSUs, the Firm may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares shall include such deliveries of cash, other securities, other awards under the Plan or other property.

(iv) In the discretion of the Committee, delivery of Shares or the payment of cash or other property may be made initially into an escrow account meeting such terms and conditions as are determined by the Firm and may be held in that escrow account until such time as the Committee has received such documentation as it may have requested or until the Committee has determined that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Year-End Short-Term RSUs, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account on such terms and conditions (which may include, without limitation, your (or your estate or beneficiary) executing any documents related to, and your (or your estate or beneficiary) paying for any costs associated with, such account) as the Firm may deem necessary or appropriate. Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(v) If you are a party to the Amended and Restated Shareholders’ Agreement (the “Shareholders’ Agreement”), Shares delivered with respect to your Year-End Short-Term RSUs will be subject to the Shareholders’ Agreement, except those Shares will not be considered “Covered Shares” for purposes of Section 2.1(a) of the Shareholders’ Agreement.

(c) Death. Notwithstanding any other Paragraph of this Award Agreement (except Paragraph 15), if you die prior to the Delivery Date, the Shares underlying your then Outstanding Year-End Short-Term RSUs shall be delivered to the representative of your estate as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee.

#### 4. Termination of Year-End Short-Term RSUs and Non-Delivery of Shares.

(a) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of all of your Outstanding Year-End Short-Term RSUs immediately shall terminate, such Year-End Short-Term RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By accepting the delivery of Shares or payment in respect of Dividend Equivalent Rights under this Award Agreement, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(iv) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(v) as a result of any action brought by you, it is determined that any of the terms or conditions for delivery of Shares in respect of this Award Agreement are invalid; or

(vi) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Year-End Short-Term RSUs.

For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraph 4(a)(iv), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraph 4(a)(ii).

(b) Unless the Committee determines otherwise, without limiting any other provision in Paragraph 4(a), and except as provided in Paragraph 7, if the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Year-End Short-Term RSUs awarded as part of this Award immediately shall terminate, such Year-End Short-Term RSUs shall cease to be Outstanding and no Shares shall be delivered in respect thereof (and any Shares, payments under Dividend Equivalent Rights or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5).

5. Repayment. The provisions of Section 2.6.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm such number of Shares delivered in respect of Year-End Short-Term RSUs, or to pay to the Firm an amount equal to the Shares' Fair Market Value (determined at the time of delivery), in each case without reduction for any amounts applied to satisfy withholding tax or other obligations, if the Committee determines that all terms and conditions in respect of such delivery were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of

Sections 2.6.3 and 2.8.4 of the Plan apply to all amounts received under this Award, including payments under Dividend Equivalent Rights (without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment).

6. Termination of Employment. In the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) for any reason, all terms and conditions of this Award Agreement shall continue to apply.

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement (except Paragraph 15), in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all Shares underlying your then Outstanding Year-End Short-Term RSUs shall be delivered.

8. Dividend Equivalent Rights. Each Year-End Short-Term RSU shall include a Dividend Equivalent Right. Accordingly, with respect to each of your Outstanding Year-End Short-Term RSUs, at or after the time of distribution of any regular cash dividend paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant, you shall be entitled to receive an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Share underlying such Outstanding Year-End Short-Term RSU. Payment in respect of a Dividend Equivalent Right shall be made only with respect to Year-End Short-Term RSUs that are Outstanding on the relevant record date. Each Dividend Equivalent Right shall be subject to the provisions of Section 2.8.2 of the Plan.

9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares is conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Year-End Short-Term RSUs are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of your Year-End Short-Term RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award, you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.



(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of your Year-End Short-Term RSUs in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with your Year-End Short-Term RSU Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(a) and 4(b), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Year-End Short-Term RSUs;

then, at the sole discretion of the Firm, you shall receive either a lump sum cash payment in respect of, or delivery of Shares underlying, your then Outstanding Year-End Short-Term RSUs, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to Paragraph 15(g) and applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Year-End Short-Term RSUs, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Year-End Short-Term RSUs in accordance with Paragraph 4(a)(iii).

10. Right of Offset. Except as provided in Paragraph 15(h), the obligation to deliver Shares, or to pay dividends or payments under Dividend Equivalent Rights under this Award Agreement is subject to Section 3.4 of the Plan, which provides for the Firm's right to offset against such obligation any outstanding amounts you owe to the Firm and any amounts the Committee deems appropriate pursuant to any tax equalization policy or agreement.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Year-End Short-Term RSUs may transfer some or all of their Year-End Short-Term RSUs through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Compliance of Award Agreement and Plan with Section 409A. The provisions of this Paragraph 15 apply to you only if you are a United States taxpayer.

(a) This Award Agreement and the Plan provisions that apply to this Award are intended and shall be construed to comply with Section 409A (including the requirements applicable to, or the conditions for exemption from treatment as, a "deferral of compensation" or "deferred compensation" as those terms are defined in the regulations under Section 409A ("409A deferred compensation")), whether by reason of short-term deferral treatment or other exceptions or provisions). The Committee shall have full authority to give

effect to this intent. To the extent necessary to give effect to this intent, in the case of any conflict or potential inconsistency between the provisions of the Plan (including, without limitation, Sections 1.3.2 and 2.1 thereof) and this Award Agreement, the provisions of this Award Agreement shall govern, and in the case of any conflict or potential inconsistency between this Paragraph 15 and the other provisions of this Award Agreement, this Paragraph 15 shall govern.

(b) Delivery of Shares shall not be delayed beyond the date on which all applicable conditions or restrictions on delivery of Shares in respect of your Year-End Short-Term RSUs required by this Agreement (including, without limitation, those specified in Paragraphs 3(b) and (c) and 9 and the consents and other items specified in Section 3.3 of the Plan) are satisfied. To the extent that any portion of this Award is intended to satisfy the requirements for short-term deferral treatment under Section 409A, delivery for such portion shall occur by the March 15 coinciding with the last day of the applicable "short-term deferral" period described in Reg. 1.409A-1(b)(4) in order for the delivery of Shares to be within the short-term deferral exception unless, in order to permit all applicable conditions or restrictions on delivery to be satisfied, the Committee elects, pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted in accordance with Section 409A, to delay delivery of Shares to a later date within the same calendar year or to such later date as may be permitted under Section 409A, including, without limitation, Regs. 1.409A-2(b)(7) (in conjunction with Section 3.21.3 of the Plan pertaining to Code Section 162(m)) and 1.409A-3(d).

(c) Notwithstanding the provisions of Paragraph 3(b)(iii) and Section 1.3.2(i) of the Plan, to the extent necessary to comply with Section 409A, any securities, other Awards or other property that the Firm may deliver in respect of your Year-End Short-Term RSUs shall not have the effect of deferring delivery or payment, income inclusion, or a substantial risk of forfeiture, beyond the date on which such delivery, payment or inclusion would occur or such risk of forfeiture would lapse, with respect to the Shares that would otherwise have been deliverable (unless the Committee elects a later date for this purpose pursuant to Reg. 1.409A-1(b)(4)(i)(D) or otherwise as may be permitted under Section 409A, including, without limitation and to the extent applicable, the subsequent election provisions of Section 409A(a)(4)(C) of the Code and Reg. 1.409A-2(b)).

(d) Notwithstanding the timing provisions of Paragraph 3(c), the delivery of Shares referred to therein shall be made after the date of death and during the calendar year that includes the date of death (or on such later date as may be permitted under Section 409A).

(e) The timing of delivery or payment pursuant to Paragraph 7 shall occur on the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the termination of Employment occurs; provided, however, that, if you are a "specified employee" (as defined by the Firm in accordance with Section 409A(a)(2)(i)(B) of the Code), delivery shall occur on the earlier of the Delivery Date or (to the extent required to avoid the imposition of additional tax under Section 409A) the date that is six months after your termination of Employment (or, if the latter date is not during a Window Period, the first trading day of the next Window Period). For purposes of Paragraph 7, references in this Award Agreement to termination of Employment mean a termination of Employment from the Firm (as defined by the Firm) which is also a separation from service (as defined by the Firm in accordance with Section 409A).

(f) Notwithstanding any provision of Paragraph 8 or Section 2.8.2 of the Plan to the contrary, the Dividend Equivalent Rights with respect to each of your Outstanding Year-End Short-Term RSUs shall be paid to you within the calendar year that includes the date of distribution of any corresponding regular cash dividends paid by GS Inc. in respect of a Share the record date for which occurs on or after the Date of Grant. The payment shall be in an amount (less applicable withholding) equal to such regular dividend payment as would have been made in respect of the Shares underlying such Outstanding Year-End Short-Term RSUs.

(g) The timing of delivery or payment referred to in the first sentence of Paragraph 9(g) shall be the earlier of (i) the Delivery Date or (ii) a date that is within the calendar year in which the Committee receives satisfactory documentation relating to your Conflicted Employment, provided that such delivery or payment shall be made only at such time as, and if and to the extent that it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A. In addition, any other actions the Committee may take with respect to Outstanding Year-End Short-Term RSUs to cure any actual or perceived conflict of interest shall be taken only at such time as, and if and to the extent that, it, as reasonably determined by the Firm, would not result in the imposition of any additional tax to you under Section 409A.

(h) Paragraph 10 and Section 3.4 of the Plan shall not apply to Awards that are 409A deferred compensation.

(i) Delivery of Shares in respect of any Award may be made, if and to the extent elected by the Committee, later than the Delivery Date or other date or period specified hereinabove (but, in the case of any Award that constitutes 409A deferred compensation, only to the extent that the later delivery is permitted under Section 409A).

(j) The Grantee understands and agrees that the Grantee is solely responsible for the payment of any taxes and penalties due pursuant to Section 409A.

16. Compliance of Award Agreement and Plan with Section 457A. To the extent the Committee or the SIP Committee determines that (i) Section 457A of the Code or any guidance promulgated thereunder (“Section 457A”) requires that, in order to qualify for the short-term deferral exception from treatment as “deferred compensation” under Section 457A(d)(3)(B) of the Code, the documents governing an Award must specify that such Award will be delivered within the period set forth in Section 457A(d)(3)(B) of the Code and (ii) all or any portion of this Award is or becomes subject to Section 457A, this Award Agreement will be deemed to be amended as of the Date of Grant (as the Committee or the SIP Committee determines necessary or appropriate after consultation with counsel) to provide that delivery of Year-End Short-Term RSUs will occur no later than 12 months after the end of the taxable year in which the right to delivery is first no longer subject to a substantial risk of forfeiture (as defined under Section 457A); provided, however, that no action or modification will be permitted to the extent that such action or modification would cause such Award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A or otherwise would result in an additional tax imposed under Section 409A in respect of such Award.

17. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END RESTRICTED STOCK AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End Restricted Stock Award (this “Award”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision.

2. **Award.** This Award is made up of the number of Restricted Shares (“Restricted Shares”) specified on your Award Statement. A Restricted Share is a share of Common Stock (a “Share”) delivered under the Plan that is subject to certain transfer restrictions and other terms and conditions described in this Award Agreement. (For the avoidance of doubt, this Award Agreement does not govern the terms and conditions of the Restricted Shares designated on your Award Statement as “Year-End Short-Term Restricted Stock,” which are addressed separately in the Year-End Short-Term Restricted Stock Award Agreement.) This Award is conditioned upon your granting to the Firm the full power and authority to register the Restricted Shares in its or its designee’s name and authorizing the Firm or its designee to sell, assign or transfer any Restricted Shares in the event of forfeiture of your Restricted Shares. Unless otherwise determined by the Firm, this Award is conditioned upon your filing an election with the Internal Revenue Service within 30 days of the grant of your Restricted Shares, electing pursuant to Section 83(b) of the Code to be taxed currently on the fair market value of the Restricted Shares on the Date of Grant. This will result in the recognition of taxable income on the Date of Grant equal to such fair market value (but will not affect the Vesting of your Restricted Shares or the removal of the Transfer Restrictions). **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. **Certain Material Terms of Restricted Shares.**

(a) **Vesting.** All of your Restricted Shares shall be Vested on the Date of Grant. When a Restricted Share is Vested, it means only that your continued active Employment is not required in order for your Restricted Shares to become fully transferable without risk of forfeiture. However, all other terms and conditions of this Award Agreement (including the Transfer Restrictions described in Paragraph 3(c)) shall continue to apply to such Restricted Shares, and failure to meet such terms and conditions may result in the forfeiture of all of your rights in respect of the Restricted Shares and their return to GS Inc. and the cancellation of this Award.

(b) **Date of Grant.** The date on which your Restricted Shares will be granted, subject to the conditions of this Award Agreement, is set forth on your Award Statement. Except as provided in

this Paragraph 3 and in Paragraph 2, the Restricted Shares shall, unless otherwise determined by the Firm, be delivered to your Account, and, except as provided in Paragraphs 3(d), 7 and 9(g), shall be subject to the Transfer Restrictions described in Paragraph 3 (c).

(c) Transfer Restrictions; Escrow.

(i) Except as provided in Paragraphs 3(d), 7, and 9(g), Restricted Shares shall be subject to Transfer Restrictions until the Transferability Date next to such number or percentage of Restricted Shares on your Award Statement. Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent Restricted Shares are certificated, the Certificates representing such Restricted Shares are subject to the restrictions in this Paragraph 3(c)(i), and GS Inc. shall advise its transfer agent to place a stop order against such Restricted Shares. Within 30 Business Days after the Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions in respect of any of such Restricted Shares that have not been previously forfeited.

(ii) In the discretion of the Committee, delivery of the Restricted Shares or the payment of cash or other property may be made directly into an escrow account meeting such terms and conditions as are determined by the Firm, provided that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Restricted Shares, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account for your benefit on such terms and conditions as the Firm may deem necessary or appropriate (which may include, without limitation, your (or your estate or other permitted beneficiary) executing any documents related to, and your (or your estate or other permitted beneficiary) paying for any costs associated with, such account). Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(iii) If you are a party to the Amended and Restated Shareholders' Agreement (the "Shareholders' Agreement"), your Restricted Shares will be considered "Covered Shares" for purposes of Section 2.1(a) of the Shareholders' Agreement as described in Appendix A hereto.

(d) Death. Notwithstanding any other Paragraph of this Award Agreement, if you die prior to the Transferability Date with respect to your Restricted Shares, as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee, the Transfer Restrictions then applicable to such Restricted Shares shall be removed.

4. Termination of Employment; Forfeiture of Restricted Shares.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(d), 7 and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, the Transfer Restrictions shall continue to apply to your Restricted Shares that were Outstanding prior to your termination of Employment until the Transferability Date in accordance with Paragraph 3(c).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraph 6(b), your rights in respect of the following Restricted Shares immediately shall be forfeited, such Restricted Shares immediately shall be returned to GS Inc. and such portion of the Award immediately shall be cancelled if you engage in "Competition" (as defined below):

(i) all of your Restricted Shares granted if you engage in Competition prior to the earlier of (A) \_\_\_\_\_ and (B) the date on which the Transfer Restrictions and risks of forfeiture with respect to your Restricted Shares are removed following a Change in Control in accordance with Paragraph 7;

(ii) two-thirds (2/3) of your Restricted Shares granted if you engage in Competition on or after \_\_\_\_\_ but prior to the earlier of (A) \_\_\_\_\_ and (B) the date on which the Transfer Restrictions and risks of forfeiture with respect to your Restricted Shares are removed following a Change in Control in accordance with Paragraph 7; and

(iii) one-third (1/3) of your Restricted Shares granted if you engage in Competition on or after \_\_\_\_\_ but prior to the earlier of (A) \_\_\_\_\_ and (B) the date on which the Transfer Restrictions and risks of forfeiture with respect to your Restricted Shares are removed following a Change in Control in accordance with Paragraph 7

For purposes of this Award Agreement, "Competition" means that you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise.

(c) Unless the Committee determines otherwise, and except as provided in Paragraph 7, if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise, or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel;

(iii) as a result of any action brought by you, it is determined that any of the terms or conditions for the expiration of the Transfer Restrictions with respect to this Award are invalid;



(iv) GS Inc. fails to maintain the required “Minimum Tier 1 Capital Ratio” as defined under Federal Reserve Board Regulations applicable to GS Inc. for a period of 90 consecutive business days; or

(v) the Board of Governors of the Federal Reserve or the Federal Deposit Insurance Corporation (the “FDIC”) makes a written recommendation under Title II (Orderly Liquidation Authority) of the Dodd-Frank Wall Street Reform and Consumer Protection Act for the appointment of the FDIC as a receiver of GS Inc. based on a determination that GS Inc. is “in default” or “in danger of default,”

your rights in respect of the following Restricted Shares immediately shall be forfeited, such Shares immediately shall be returned to GS Inc. and such portion of the Award immediately shall be cancelled: (x) all of your Restricted Shares granted if any of the events described in this Paragraph 4(c) (the “Events”) occurs prior to the Date (as defined below); (y) two-thirds (2/3) of your Restricted Shares granted if any of the Events occurs on or after the Date but prior to the Date (as defined below); and (z) one-third (1/3) of your Restricted Shares granted if any of the Events occurs on or after the Date but prior to the Date (as defined below). The “Date” is . The “Date” is . The “Date” is . Shares may be rounded to avoid fractional Shares.

For purposes of the foregoing, the term “Selected Firm Personnel” means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(c)(ii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm.

(d) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of Outstanding Restricted Shares immediately shall be forfeited, and such Shares immediately shall be returned to GS Inc., if, before the Transferability Date for such Restricted Shares:

(i) any event that constitutes Cause has occurred;

(ii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm’s notice period requirement applicable to you, any offer letter, employment agreement or any shareholders’ agreement to which other similarly situated employees of the Firm are a party;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement; or

(iv) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Restricted Shares.

(e) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraph 4(d)(ii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraph 4(d)(i).

(f) Unless the Committee determines otherwise, without limiting any other provision in Paragraphs 4(b), 4(c) or 4(d), and except as provided in Paragraph 7, if:

(i) the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Outstanding Restricted Shares awarded as part of this Award immediately shall be forfeited, such Shares immediately shall be returned to GS Inc. and this Award shall be cancelled (and any dividends or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5)[, or

(ii) prior to the Date there occurred a "Claw-Back Event" (as defined below), if and to the extent determined by the Committee, your rights in respect of your Year-End Restricted Shares awarded as part of this Award shall terminate, such Year-End Restricted Shares shall cease to be Outstanding, your rights in respect of such Restricted Shares shall be forfeited and such Restricted Shares immediately shall be returned to GS Inc. in each of the following circumstances and amounts:

(1) for all Claw-Back Events identified before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate;

(2) for all Claw-Back Events identified after the Date but before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate; and

(3) for all Claw-Back Events identified after the Date but before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate.

A "Claw-Back Event" for purposes of this Paragraph 4(f)(ii) means there occurred (A) an annual pre-tax loss at GS Inc., or (B) annual negative revenues in one or more reporting segments as disclosed in the Firm's Form 10-K other than the Investing & Lending segment, or annual negative revenues in the Investing & Lending segment of \$5 billion or more, provided in either case that you are employed in a business within such reporting segment, or (C) a loss equal to at least 5% of firmwide capital from a reportable operational risk event determined in accordance with the firmwide Reporting Operational Risk Events Policy. In determining the extent to which this Paragraph 4(f)(ii) shall result in the termination or cancellation of any portion of this Award, the Committee will consider certain factors, including the reason for the Claw-Back Event and the extent to which an employee participated in the Claw-Back Event, the extent to which your compensation for the Firm's fiscal year may or may not have been adjusted to take into account the risk associated with the Claw-Back Event, and the extent to which your compensation may be adjusted for the year in which the Claw-Back Event is discovered].

## 5. Repayment and Forfeiture.

(a) The provisions of Section 2.5.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm Restricted Shares, or to pay to the Firm an amount equal to such Shares' Fair Market Value (determined at the time such Restricted Shares became Vested or at the time the Transfer Restrictions were released, as applicable), in each case, without reduction for any amounts applied to satisfy withholding tax or other obligations as set forth in Paragraph 5(b), if the Committee determines that all terms and conditions of this Award Agreement were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Section 2.5.3 of the Plan apply to all amounts received under this Award, including all dividends received on Restricted Shares, without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment.

(b) If and to the extent you forfeit any Restricted Shares hereunder or are required to repay any amount in respect of a number of Restricted Shares pursuant to Paragraph 5(a), you also will be required to pay to the Firm, immediately upon demand therefor, an amount equal to the Shares' Fair Market Value (determined as of the Date of Grant) that were used to satisfy tax withholding for such Restricted Shares that are forfeited or subject to repayment pursuant to Paragraph 5(a). Such repayment amount for Restricted Shares applied to tax withholding will be determined by multiplying the number of Restricted Shares that were used to satisfy withholding taxes related to this Award (the "Tax Withholding Shares") by a fraction, the numerator of which is the number of Restricted Shares you forfeited (or with respect to which repayment is required) and the denominator of which is the number of Restricted Shares that comprised the Award (reduced by the Tax Withholding Shares).

## 6. Certain Terminations of Employment.

(a) In the event of the termination of your Employment for any reason (determined as described in Section 1.2.20 of the Plan), all terms and conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions).

(b) Unless otherwise determined by the Committee in its discretion, Paragraph 4(b) will not apply following termination of Employment that is characterized by the Firm as "involuntary" or by "mutual agreement" other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a "constructive termination" or the like or a termination for good reason, will constitute an "involuntary" termination of Employment or a termination of Employment by "mutual agreement."

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement, in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all of the Transfer Restrictions and risks of forfeiture with respect to your Restricted Shares shall be removed.

8. Dividends. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Restricted Shares, or, if the Restricted Shares are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Restricted Shares.

## 9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares and the removal of the Transfer Restrictions are conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise), (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award or (iii) in Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Restricted Shares are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of this Award are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of this Award in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with this Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b), 4(c), 4(d) and 4(f), if:

- (i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or
- (ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Restricted Shares;

then, subject to the last sentence of this Paragraph 9(g), any Transfer Restrictions shall be removed as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree, by accepting this Award, that Restricted Shares hereby are pledged to the Firm to secure its right to such Restricted Shares in the event you forfeit any such Restricted Shares pursuant to the terms of the Plan or this Award Agreement. This Award, if held in escrow, will not be delivered to you but will be held by an escrow agent for your benefit. If an escrow agent is used, such escrow agent will also hold the Restricted Shares for the benefit of the Firm for the purpose of perfecting its security interest.

(j) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Restricted Shares, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Restricted Shares in accordance with Paragraph 4(d)(iii).

10. Right of Offset. The Firm may exercise its right of offset under Section 3.4 of the Plan by conditioning the payment of dividends or the removal of the Transfer Restrictions on your satisfaction of your obligations to the Firm in a manner deemed appropriate by the Committee, including by the application of some or all of your Restricted Shares.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, and without limiting Paragraph 3(c) hereof, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Restricted Shares may transfer some or all of their Restricted Shares (which shall continue to be subject to the Transfer Restrictions until the Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

## Appendix A

**Treatment of Year-End Restricted Stock under the Shareholders' Agreement.** Capitalized terms used in this Appendix A that are not defined in this Appendix A, the Award Agreement or the Plan have the meanings as used or defined in the Shareholders' Agreement.

- With respect to all Restricted Shares that are awarded under the Year-End Restricted Stock Award, an event triggering the recalculation of the Covered Person's Covered Shares shall be deemed to occur with respect to one-third of such Restricted Shares on each of the Date, the Date, and the Date (each such date being referred to as a "Trigger Date").
- As of each such Trigger Date, such Covered Person's Covered Shares shall be increased by:
  - the gross number of Restricted Shares for such Trigger Date (determined before any deductions, including any deductions for withholding taxes, fees or commissions), minus
  - such gross number multiplied by the Specified Tax Rate that would apply if the Covered Person had received, on or around the Trigger Date, a delivery of Common Stock underlying Year-End RSUs instead of receiving a grant of Restricted Shares.
- Until a Trigger Date, the Covered Person shall not be deemed to be the Sole Beneficial Owner of the Restricted Shares relating to such Trigger Date (and therefore until such Trigger Date such Shares shall not be counted toward the satisfaction of the Transfer Restrictions (as defined in the Shareholders' Agreement)).



**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END RESTRICTED STOCK AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End Restricted Stock Award (this "Award") granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the "Plan").

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision.

2. **Award.** This Award is made up of Restricted Shares. A Restricted Share is a share of Common Stock (a "Share") delivered under the Plan that is subject to certain transfer restrictions and other terms and conditions described in this Award Agreement. The number of Restricted Shares subject to this Award is set forth in the Award Statement delivered to you and is comprised of the number of Restricted Shares designated on your Award Statement as "Year-End Restricted Stock" and "Year-End Supplemental Restricted Stock." The Restricted Shares that are designated on your Award Statement as "Year-End Restricted Stock" (and not "Year-End Supplemental Restricted Stock") are referred to in this Award Agreement as "Base Restricted Shares." The Restricted Shares that are designated on your Award Statement as "Year-End Supplemental Restricted Stock" are referred to in this Award Agreement as "Supplemental Restricted Shares." Unless otherwise provided, all references to "Restricted Shares" in this Award Agreement include both the Shares that are designated on your Award Statement as "Year-End Restricted Stock" and the Shares that are designated on your Award Statement as "Year-End Supplemental Restricted Stock." (For the avoidance of doubt, this Award Agreement does not govern the terms and conditions of the Restricted Shares designated on your Award Statement as "Year-End Short-Term Restricted Stock," which are addressed separately in the Year-End Short-Term Restricted Stock Award Agreement.) This Award is conditioned upon your granting to the Firm the full power and authority to register the Restricted Shares in its or its designee's name and authorizing the Firm or its designee to sell, assign or transfer any Restricted Shares in the event of forfeiture of your Restricted Shares. Unless otherwise determined by the Firm, this Award is conditioned upon your filing an election with the Internal Revenue Service within 30 days of the grant of your Restricted Shares, electing pursuant to Section 83(b) of the Code to be taxed currently on the fair market value of the Restricted Shares on the Date of Grant. This will result in the recognition of taxable income on the Date of Grant equal to such fair market value (but will not affect the Vesting of your Restricted Shares or the removal of the Transfer Restrictions). **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

### 3. Certain Material Terms of Restricted Shares.

(a) Vesting. All of your Supplemental Restricted Shares shall be Vested on the Date of Grant. Except as provided in this Paragraph 3 and in Paragraphs 2, 4, 6, 7, 9 and 10, on each Vesting Date you shall become Vested in the number or percentage of Base Restricted Shares specified next to such Vesting Date on the Award Statement (which may be rounded to avoid fractional Shares). When a Restricted Share becomes Vested, it means only that your continued active Employment is not required in order for your Restricted Shares that become Vested to become fully transferable without risk of forfeiture. However, all other terms and conditions of this Award Agreement (including the Transfer Restrictions described in Paragraph 3(c)) shall continue to apply to such Restricted Shares, and failure to meet such terms and conditions may result in the forfeiture of all of your rights in respect of the Restricted Shares and their return to GS Inc. and the cancellation of this Award.

(b) Date of Grant. The date on which your Restricted Shares will be granted, subject to the conditions of this Award Agreement, is set forth on your Award Statement. Except as provided in this Paragraph 3 and in Paragraph 2, the Restricted Shares shall, unless otherwise determined by the Firm, be delivered to your Account, and, except as provided in Paragraphs 3(d), 7 and 9(g), shall be subject to the Transfer Restrictions described in Paragraph 3(c).

#### (c) Transfer Restrictions; Escrow.

(i) Except as provided in Paragraphs 3(d), 7, and 9(g), Restricted Shares shall be subject to Transfer Restrictions until the Transferability Date next to such number or percentage of Restricted Shares on your Award Statement. Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent Restricted Shares are certificated, the Certificates representing such Restricted Shares are subject to the restrictions in this Paragraph 3(c)(i), and GS Inc. shall advise its transfer agent to place a stop order against such Restricted Shares. Within 30 Business Days after the Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions in respect of any of such Restricted Shares that have not been previously forfeited.

(ii) In the discretion of the Committee, delivery of the Restricted Shares or the payment of cash or other property may be made directly into an escrow account meeting such terms and conditions as are determined by the Firm, provided that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Restricted Shares, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account for your benefit on such terms and conditions as the Firm may deem necessary or appropriate (which may include, without limitation, your (or your estate or other permitted beneficiary) executing any documents related to, and your (or your estate or other permitted beneficiary) paying for any costs associated with, such account). Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(iii) If you are a party to the Amended and Restated Shareholders' Agreement (the "Shareholders' Agreement"), your Base Restricted Shares will be considered "Covered Shares" for purposes of Section 2.1(a) of the Shareholders' Agreement as described in Appendix

A hereto. Your Supplemental Restricted Shares will not be considered “Covered Shares” for purposes of Section 2.1(a) of the Shareholders’ Agreement and will not be subject to the retention requirement under the Shareholders’ Agreement.

(d) Death. Notwithstanding any other Paragraph of this Award Agreement, if you die prior to the Transferability Date with respect to your Restricted Shares, as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee, the Transfer Restrictions then applicable to such Restricted Shares shall be removed.

#### 4. Termination of Employment; Forfeiture of Restricted Shares.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(d), 6, 7, and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, your rights in respect of your Restricted Shares that were Outstanding but that had not yet become Vested prior to your termination of Employment immediately shall be forfeited, such Restricted Shares immediately shall be returned to GS Inc. and such portion of the Award immediately shall be cancelled. Unless the Committee determines otherwise, and except as provided in Paragraphs 3(d), 7 and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, the Transfer Restrictions shall continue to apply to your Restricted Shares that were Outstanding and had become Vested prior to your termination of Employment until the Transferability Date in accordance with Paragraph 3(c).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), and subject to Paragraphs 6(b) and 6(c), your rights in respect of (A) the Base Restricted Shares that are Vested on the Date of Grant and (B) the number or percentage of Supplemental Restricted Shares from which Transfer Restrictions are scheduled to be released on an applicable Transferability Date immediately shall be forfeited, such Year-End Restricted Shares immediately shall be returned to GS Inc. and such portion of the Award immediately shall be cancelled if you engage in “Competition” (as defined below) on or prior to the earlier of (i) (X) in the case of Base Restricted Shares that are Vested on the Date of Grant and (Y) the December 31 that immediately precedes such Transferability Date in the case of Supplemental Restricted Shares or (ii) the date on which the Transfer Restrictions and risks of forfeiture with respect to such Year-End Restricted Shares are removed following a Change in Control in accordance with Paragraph 7 hereof. For purposes of this Award Agreement, “Competition” means that you (i) form, or acquire a 5% or greater equity ownership, voting or profit participation interest in, any Competitive Enterprise, or (ii) associate in any capacity (including, but not limited to, association as an officer, employee, partner, director, consultant, agent or advisor) with any Competitive Enterprise.

(c) Unless the Committee determines otherwise, and except as provided in Paragraph 7, if:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) (A) you, in any manner, directly or indirectly, (1) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Firm, (2) interfere with or damage (or attempt to interfere with or damage) any relationship between the Firm and any Client, (3) Solicit any person who is an employee of the Firm to resign from the Firm or to apply for or accept employment with any Competitive Enterprise or (4) on behalf of yourself or any person or Competitive Enterprise hire, or participate in the hiring of, any Selected Firm Personnel or identify, or participate in the identification of, Selected Firm Personnel for potential hiring, whether as an employee or consultant or otherwise,

or (B) Selected Firm Personnel are Solicited, hired or accepted into partnership, membership or similar status (1) by a Competitive Enterprise that you form, that bears your name, in which you are a partner, member or have similar status, or in which you possess or control greater than a de minimis equity ownership, voting or profit participation or (2) by any Competitive Enterprise where you have, or are intended to have, direct or indirect managerial or supervisory responsibility for such Selected Firm Personnel; [or]

(iii) as a result of any action brought by you, it is determined that any of the terms or conditions for the expiration of the Transfer Restrictions with respect to this Award are invalid[;

(iv) GS Inc. fails to maintain the required “Minimum Tier 1 Capital Ratio” as defined under Federal Reserve Board Regulations applicable to GS Inc. for a period of 90 consecutive business days; or]

(v) [the Board of Governors of the Federal Reserve or the Federal Deposit Insurance Corporation (the “FDIC”) makes a written recommendation under Title II (Orderly Liquidation Authority) of the Dodd-Frank Wall Street Reform and Consumer Protection Act for the appointment of the FDIC as a receiver of GS Inc. based on a determination that GS Inc. is “in default” or “in danger of default”],

your rights in respect of the following Restricted Shares (whether or not Vested) immediately shall be forfeited, such Shares immediately shall be returned to GS Inc. and such portion of the Award immediately shall be cancelled: (x) all of your Restricted Shares granted if any of the events described in this Paragraph 4(c) (the “Events”) occurs prior to the Date (as defined below); (y) two-thirds (2/3) of your Restricted Shares granted if any of the Events occurs on or after the Date but prior to the Date (as defined below); and (z) one-third (1/3) of your Restricted Shares granted if any of the Events occurs on or after the Date but prior to the Date (as defined below). The “Date” is . The “Date” is . The “Date” is . Such forfeiture will apply first to any Base Restricted Shares that are not Vested, then to any Vested Base Restricted Shares, and then to any Supplemental Restricted Shares.

For purposes of the foregoing, the term “Selected Firm Personnel” means any individual who is or in the three months preceding the conduct prohibited by Paragraph 4(c)(ii), above, was (i) a Firm employee or consultant with whom you personally worked while employed by the Firm, (ii) a Firm employee or consultant who, at any time during the year preceding the date of the termination of your Employment, worked in the same division in which you worked, or (iii) an Advisory Director, a Managing Director, or a Senior Advisor of the Firm.

(d) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of Outstanding Restricted Shares (whether or not Vested) immediately shall be forfeited, and such Shares immediately shall be returned to GS Inc., if, before the Transferability Date for such Restricted Shares:

(i) any event that constitutes Cause has occurred;

(ii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm’s notice period requirement applicable to you, any offer letter, employment agreement or any shareholders’ agreement to which other similarly situated employees of the Firm are a party;

(iii) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement; or

(iv) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Restricted Shares.

(e) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraph 4(d)(ii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraph 4(d)(i).

(f) Unless the Committee determines otherwise, without limiting any other provision in Paragraphs 4(b), 4(c) or 4(d), and except as provided in Paragraph 7, if:

(i) the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Outstanding Restricted Shares awarded as part of this Award (whether or not Vested) immediately shall be forfeited, such Shares immediately shall be returned to GS Inc. and this Award shall be cancelled (and any dividends or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5)[, or

(ii) prior to the Date there occurred a "Claw-Back Event" (as defined below), if and to the extent determined by the Committee, your rights in respect of your Year-End Restricted Shares awarded as part of this Award shall terminate, such Year-End Restricted Shares shall cease to be Outstanding, your rights in respect of such Restricted Shares shall be forfeited and such Restricted Shares immediately shall be returned to GS Inc. in each of the following circumstances and amounts:

(1) for all Claw-Back Events identified before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate;

(2) for all Claw-Back Events identified after the Date but before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate; and

(3) for all Claw-Back Events identified after the Date but before the Date, up to one-third (1/3) of your Year-End Restricted Shares in the aggregate.

A “Claw-Back Event” for purposes of this Paragraph 4(f)(ii) means there occurred (A) an annual pre-tax loss at GS Inc., or (B) annual negative revenues in one or more reporting segments as disclosed in the Firm’s Form 10-K other than the Investing & Lending segment, or annual negative revenues in the Investing & Lending segment of \$5 billion or more, provided in either case that you are employed in a business within such reporting segment, or (C) a loss equal to at least 5% of firmwide capital from a reportable operational risk event determined in accordance with the firmwide Reporting Operational Risk Events Policy. In determining the extent to which this Paragraph 4(f)(ii) shall result in the termination or cancellation of any portion of this Award, the Committee will consider certain factors, including the reason for the Claw-Back Event and the extent to which an employee participated in the Claw-Back Event, the extent to which your compensation for the Firm’s fiscal year may or may not have been adjusted to take into account the risk associated with the Claw-Back Event, and the extent to which your compensation may be adjusted for the year in which the Claw-Back Event is discovered].

#### 5. Repayment and Forfeiture.

(a) The provisions of Section 2.5.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm Restricted Shares, or to pay to the Firm an amount equal to such Shares’ Fair Market Value (determined at the time such Restricted Shares became Vested or at the time the Transfer Restrictions were released, as applicable), in each case, without reduction for any amounts applied to satisfy withholding tax or other obligations as set forth in Paragraph 5(b), if the Committee determines that all terms and conditions of this Award Agreement were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Section 2.5.3 of the Plan apply to all amounts received under this Award, including all dividends received on Restricted Shares, without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment.

(b) If and to the extent you forfeit any Restricted Shares hereunder or are required to repay any amount in respect of a number of Restricted Shares pursuant to Paragraph 5(a), you also will be required to pay to the Firm, immediately upon demand therefor, an amount equal to the Shares’ Fair Market Value (determined as of the Date of Grant) that were used to satisfy tax withholding for such Restricted Shares that are forfeited or subject to repayment pursuant to Paragraph 5(a). Such repayment amount for Restricted Shares applied to tax withholding will be determined by multiplying the number of Restricted Shares that were used to satisfy withholding taxes related to this Award (the “Tax Withholding Shares”) by a fraction, the numerator of which is the number of Restricted Shares you forfeited (or with respect to which repayment is required) and the denominator of which is the number of Restricted Shares that comprised the Award (reduced by the Tax Withholding Shares).

#### 6. Extended Absence, Retirement and Downsizing.

(a) Notwithstanding any other provision of this Award Agreement, but subject to Paragraph 6(b), in the event of the termination of your Employment (determined as described in Section 1.2.20 of the Plan) by reason of Extended Absence or Retirement, the condition set forth in Paragraph 4(a) shall be waived with respect to any Restricted Shares that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Restricted Shares shall become Vested), but all other terms and conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Any termination of Employment by reason of Extended Absence or Retirement shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3 (c).

(b) Without limiting the application of Paragraphs 4(c), 4(d) and 4(f), your rights in respect of your Outstanding Restricted Shares that become Vested in accordance with Paragraph 6(a) immediately shall be forfeited and such Restricted Shares immediately shall be returned to GS Inc. if, prior to the original Vesting Date with respect to such Restricted Shares, you engage in Competition. Notwithstanding the foregoing, unless otherwise determined by the Committee in its discretion, neither Paragraph 4(b) nor this Paragraph 6(b) will apply to your Outstanding Restricted Shares if your termination of Employment by reason of Extended Absence or Retirement is characterized by the Firm as “involuntary” or by “mutual agreement” other than for Cause and if you execute such a general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee. No termination of Employment initiated by you, including any termination claimed to be a “constructive termination” or the like or a termination for good reason, will constitute an “involuntary” termination of Employment or a termination of Employment by “mutual agreement.”

(c) Notwithstanding any other provision of this Award Agreement and subject to your executing such general waiver and release of claims and an agreement to pay any associated tax liability, both as may be prescribed by the Firm or its designee, if your Employment is terminated without Cause solely by reason of a “downsizing,” the condition set forth in Paragraph 4(a) shall be waived with respect to your Restricted Shares that were Outstanding but that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Restricted Shares shall become Vested) and Paragraph 4(b) shall not apply to your Outstanding Restricted Shares, but all other conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions). Whether or not your Employment is terminated solely by reason of a “downsizing” shall be determined by the Firm in its sole discretion. No termination of Employment initiated by you, including any termination claimed to be a “constructive termination” or the like or a termination for good reason, will be solely by reason of a “downsizing.” Your termination of Employment by reason of “downsizing” shall not affect any applicable Transfer Restrictions, and any Transfer Restrictions shall continue to apply until the Transferability Date as provided in Paragraph 3(c).

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement, in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all of the Transfer Restrictions and risks of forfeiture with respect to your Restricted Shares (whether or not Vested) shall be removed.

8. Dividends. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Restricted Shares, or, if the Restricted Shares are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Restricted Shares.

9. Certain Additional Terms, Conditions and Agreements.

(a) The Vesting and delivery of Shares and the removal of the Transfer Restrictions are conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise), (ii) in the form of proceeds from the Firm’s executing a sale of Shares delivered to you pursuant to this

Award or (iii) in Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Restricted Shares are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of this Award are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of this Award in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with this Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b), 4(c), 4(d) and 4(f), if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Restricted Shares;



then, in the case of Paragraph 9(g)(i) only, the condition set forth in Paragraph 4(a) shall be waived with respect to any Restricted Shares you then hold that had not yet become Vested immediately prior to such termination of Employment (as a result of which such Restricted Shares shall become Vested) and, in the case of Paragraphs 9(g)(i) and 9(g)(ii), any Transfer Restrictions shall be removed, in each case, subject to the last sentence of this Paragraph 9(g) and as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt, and subject to applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree, by accepting this Award, that Restricted Shares hereby are pledged to the Firm to secure its right to such Restricted Shares in the event you forfeit any such Restricted Shares pursuant to the terms of the Plan or this Award Agreement. This Award, if held in escrow, will not be delivered to you but will be held by an escrow agent for your benefit. If an escrow agent is used, such escrow agent will also hold the Restricted Shares for the benefit of the Firm for the purpose of perfecting its security interest.

(j) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Restricted Shares, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Restricted Shares in accordance with Paragraph 4(d)(iii).

10. Right of Offset. The Firm may exercise its right of offset under Section 3.4 of the Plan by conditioning the payment of dividends or the removal of the Transfer Restrictions on your satisfaction of your obligations to the Firm in a manner deemed appropriate by the Committee, including by the application of some or all of your Restricted Shares.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE

TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, and without limiting Paragraph 3(c) hereof, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Restricted Shares may transfer some or all of their Restricted Shares (which shall continue to be subject to the Transfer Restrictions until the Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

IN WITNESS WHEREOF, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

## Appendix A

**Treatment of Restricted Shares under the Shareholders' Agreement.** Capitalized terms used in this Appendix A that are not defined in this Appendix A, the Award Agreement or the Plan have the meanings as used or defined in the Shareholders' Agreement.

- With respect to all Base Restricted Shares that are awarded under the Year-End Restricted Stock Award, an event triggering the recalculation of the Covered Person's Covered Shares shall be deemed to occur on each of the Date, the Date, and the Date (each such date being referred to as a "Trigger Date").
- As of each such Trigger Date, such Covered Person's Covered Shares shall be increased by:
  - the gross number of Base Restricted Shares that cease to be forfeitable on such Trigger Date pursuant to Paragraph 4 (c) (determined before any deductions, including any deductions for withholding taxes, fees or commissions), minus
  - such gross number multiplied by the Specified Tax Rate that would apply if the Covered Person had received, on or around the Trigger Date, a delivery of Common Stock underlying Year-End RSUs instead of receiving a grant of Restricted Shares.
- Until a Trigger Date, the Covered Person shall not be deemed to be the Sole Beneficial Owner of the Restricted Shares (including for these purposes Supplemental Restricted Shares) that cease to be subject to forfeiture on such Trigger Date under Paragraph 4(c) (and therefore until such Trigger Date such Shares shall not be counted toward the satisfaction of the Transfer Restrictions (as defined in the Shareholders' Agreement)).

**THE GOLDMAN SACHS AMENDED AND RESTATED  
STOCK INCENTIVE PLAN (2013)  
YEAR-END SHORT-TERM RESTRICTED STOCK AWARD**

This Award Agreement sets forth the terms and conditions of the Year-End Short-Term Restricted Stock Award (this “Award”) granted to you under The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the “Plan”).

1. **The Plan.** This Award is made pursuant to the Plan, the terms of which are incorporated in this Award Agreement. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. References in this Award Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision.

2. **Award.** This Award is made up of the number of Restricted Shares (“Short-Term Restricted Shares”) set forth on your Award Statement as “Year-End Short-Term Restricted Stock.” A Restricted Share is a share of Common Stock (a “Share”) delivered under the Plan that is subject to certain transfer restrictions and other terms and conditions described in this Award Agreement. This Award is conditioned upon your granting to the Firm the full power and authority to register the Short-Term Restricted Shares in its or its designee’s name and authorizing the Firm or its designee to sell, assign or transfer any Short-Term Restricted Shares in the event of forfeiture of your Short-Term Restricted Shares. Unless otherwise determined by the Firm, this Award is conditioned upon your filing an election with the Internal Revenue Service within 30 days of the grant of your Short-Term Restricted Shares, electing pursuant to Section 83(b) of the Code to be taxed currently on the fair market value of the Short-Term Restricted Shares on the Date of Grant. This will result in the recognition of taxable income on the Date of Grant equal to such fair market value (but will not affect the Vesting of your Short-Term Restricted Shares or the removal of the Transfer Restrictions). **THIS AWARD IS CONDITIONED ON YOUR OPENING AND ACTIVATING THE ACCOUNT REFERRED TO IN PARAGRAPH 3(b), YOUR EXECUTING THE RELATED SIGNATURE CARD AND RETURNING IT TO THE ADDRESS DESIGNATED ON THE SIGNATURE CARD AND/OR BY THE METHOD DESIGNATED ON THE SIGNATURE CARD BY THE DATE SPECIFIED, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN PARAGRAPH 12. BY EXECUTING THE RELATED SIGNATURE CARD, YOU WILL HAVE CONFIRMED YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.**

3. Certain Material Terms of Short-Term Restricted Shares.

(a) **Vesting.** All of your Short-Term Restricted Shares shall be Vested on the Date of Grant. When a Short-Term Restricted Share is Vested, it means only that your continued active Employment is not required in order for your Short-Term Restricted Shares to become fully transferable without risk of forfeiture. However, all other terms and conditions of this Award Agreement (including the Transfer Restrictions described in Paragraph 3(c)) shall continue to apply to such Short-Term Restricted Shares, and failure to meet such terms and conditions may result in the forfeiture of all of your rights in respect of the Short-Term Restricted Shares and their return to GS Inc. and the cancellation of this Award.

(b) **Date of Grant.** The date on which your Short-Term Restricted Shares will be granted, subject to the conditions of this Award Agreement, is set forth on your Award Statement. Except as provided in this Paragraph 3 and in Paragraph 2, the Short-Term Restricted Shares shall, unless otherwise determined by the Firm, be delivered to your Account, and, except as provided in Paragraphs 3(d), 7 and 9(g), shall be subject to the Transfer Restrictions described in Paragraph 3(c).

(c) Transfer Restrictions; Escrow.

(i) Except as provided in Paragraphs 3(d), 7, and 9(g), the Short-Term Restricted Shares shall be subject to Transfer Restrictions until the Transferability Date. Any purported sale, exchange, transfer, assignment, pledge, hypothecation, fractionalization, hedge or other disposition in violation of the Transfer Restrictions shall be void. If and to the extent Short-Term Restricted Shares are certificated, the Certificates representing such Short-Term Restricted Shares are subject to the restrictions in this Paragraph 3(c)(i), and GS Inc. shall advise its transfer agent to place a stop order against such Short-Term Restricted Shares. Within 30 Business Days after the Transferability Date (or any other date described herein on which the Transfer Restrictions are removed), GS Inc. shall take, or shall cause to be taken, such steps as may be necessary to remove the Transfer Restrictions in respect of any of such Short-Term Restricted Shares that have not been previously forfeited.

(ii) In the discretion of the Committee, delivery of the Short-Term Restricted Shares or the payment of cash or other property may be made directly into an escrow account meeting such terms and conditions as are determined by the Firm, provided that any other conditions or restrictions on delivery of Shares, cash or other property required by this Award Agreement have been satisfied. By accepting your Short-Term Restricted Shares, you have agreed on behalf of yourself (and your estate or other permitted beneficiary) that the Firm may establish and maintain an escrow account for your benefit on such terms and conditions as the Firm may deem necessary or appropriate (which may include, without limitation, your (or your estate or other permitted beneficiary) executing any documents related to, and your (or your estate or other permitted beneficiary) paying for any costs associated with, such account). Any such escrow arrangement shall, unless otherwise determined by the Firm, provide that (A) the escrow agent shall have the exclusive authority to vote such Shares while held in escrow and (B) dividends paid on such Shares held in escrow may be accumulated and shall be paid as determined by the Firm in its sole discretion.

(iii) If you are a party to the Amended and Restated Shareholders' Agreement (the "Shareholders' Agreement"), your Short-Term Restricted Shares will be subject to the Shareholders' Agreement, except those Shares will not be considered "Covered Shares" for purposes of Section 2.1(a) of the Shareholders' Agreement. Until the Transferability Date, you shall not be deemed to be the Sole Beneficial Owner (as defined in the Shareholders' Agreement) of the Short-Term Restricted Shares (and therefore until the Transferability Date such Shares shall not be counted toward the satisfaction of the Transfer Restrictions (as defined in the Shareholders' Agreement)).

(d) Death. Notwithstanding any other Paragraph of this Award Agreement, if you die prior to the Transferability Date, as soon as practicable after the date of death and after such documentation as may be requested by the Committee is provided to the Committee, the Transfer Restrictions then applicable to such Short-Term Restricted Shares shall be removed.

4. Termination of Employment; Forfeiture of Short-Term Restricted Shares.

(a) Unless the Committee determines otherwise, and except as provided in Paragraphs 3(d), 7 and 9(g), if your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm, the Transfer Restrictions shall continue to apply to your Short-Term Restricted Shares that were Outstanding prior to your termination of Employment until the Transferability Date in accordance with Paragraph 3(c).

(b) Unless the Committee determines otherwise, and except as provided in Paragraph 7, your rights in respect of Outstanding Short-Term Restricted Shares immediately shall be forfeited, and such Shares immediately shall be returned to GS Inc., if, before the Transferability Date:

(i) you attempt to have any dispute under the Plan or this Award Agreement resolved in any manner that is not provided for by Paragraph 12 or Section 3.17 of the Plan;

(ii) any event that constitutes Cause has occurred;

(iii) the Committee determines that you failed to meet, in any respect, any obligation you may have under any agreement between you and the Firm, or any agreement entered into in connection with your Employment with the Firm or this Award, including, without limitation, the Firm's notice period requirement applicable to you, any offer letter, employment agreement or any shareholders' agreement to which other similarly situated employees of the Firm are a party;

(iv) you fail to certify to GS Inc., in accordance with procedures established by the Committee, that you have complied, or the Committee determines that you in fact have failed to comply, with all the terms and conditions of the Plan and this Award Agreement. By requesting the sale of Shares following the release of Transfer Restrictions, you shall be deemed to have represented and certified at such time that you have complied with all the terms and conditions of the Plan and this Award Agreement;

(v) as a result of any action brought by you, it is determined that any of the terms or conditions for the expiration of the Transfer Restrictions with respect to this Award are invalid; or

(vi) your Employment terminates for any reason or you otherwise are no longer actively employed with the Firm and an entity to which you provide services grants you cash, equity or other property (whether vested or unvested) to replace, substitute for or otherwise in respect of any Outstanding Short-Term Restricted Shares.

(c) For the avoidance of doubt, failure to pay or reimburse the Firm, upon demand, for any amount you owe to the Firm shall constitute (i) failure to meet an obligation you have under an agreement referred to in Paragraph 4(b)(iii), regardless of whether such obligation arises under a written agreement, and/or (ii) a material violation of Firm policy constituting Cause referred to in Paragraph 4(b)(ii).

(d) Unless the Committee determines otherwise, without limiting any other provision in Paragraph 4(b), and except as provided in Paragraph 7, if the Committee determines that, during the Firm's fiscal year, you participated in the structuring or marketing of any product or service, or participated on behalf of the Firm or any of its clients in the purchase or sale of any security or other property, in any case without appropriate consideration of the risk to the Firm or the broader financial system as a whole (for example, where you have improperly analyzed such risk or where you have failed sufficiently to raise concerns about such risk) and, as a result of such action or omission, the Committee determines there has been, or reasonably could be expected to be, a material adverse impact on the Firm, your business unit or the broader financial system, your rights in respect of your Outstanding Short-Term Restricted Shares awarded as part of this Award immediately shall be forfeited, such Shares immediately

shall be returned to GS Inc. and this Award shall be cancelled (and any dividends or other amounts paid or delivered to you in respect of this Award shall be subject to repayment in accordance with, or in a manner similar to the provisions described in, Paragraph 5).

#### 5. Repayment and Forfeiture.

(a) The provisions of Section 2.5.3 of the Plan (which require Grantees, as determined by the Firm in its sole discretion, to either return to the Firm Short-Term Restricted Shares, or to pay to the Firm an amount equal to such Shares' Fair Market Value (determined at the time such Restricted Shares became Vested or at the time the Transfer Restrictions were released, as applicable), in each case, without reduction for any amounts applied to satisfy withholding tax or other obligations as set forth in Paragraph 5(b), if the Committee determines that all terms and conditions of this Award Agreement were not satisfied) shall apply to this Award. For the avoidance of doubt, the provisions of Section 2.5.3 of the Plan apply to all amounts received under this Award including all dividends received on Short-Term Restricted Shares, without reduction for any amount applied to satisfy tax withholding or other obligations in respect of such payment.

(b) If and to the extent you forfeit any Short-Term Restricted Shares hereunder or are required to repay any amount in respect of a number of Short-Term Restricted Shares pursuant to Paragraph 5(a), you also will be required to pay to the Firm, immediately upon demand therefor, an amount equal to the Shares' Fair Market Value (determined as of the Date of Grant) that were used to satisfy tax withholding for such Short-Term Restricted Shares that are forfeited or subject to repayment pursuant to Paragraph 5(a). Such repayment amount for Short-Term Restricted Shares applied to tax withholding will be determined by multiplying the number of Short-Term Restricted Shares that were used to satisfy withholding taxes related to this Award (the "Tax Withholding Shares") by a fraction, the numerator of which is the number of Short-Term Restricted Shares you forfeited (or with respect to which repayment is required) and the denominator of which is the number of Short-Term Restricted Shares that comprised the Award (reduced by the Tax Withholding Shares).

6. Termination of Employment. In the event of the termination of your Employment for any reason (determined as described in Section 1.2.20 of the Plan), all terms and conditions of this Award Agreement shall continue to apply (including any applicable Transfer Restrictions).

7. Change in Control. Notwithstanding anything to the contrary in this Award Agreement, in the event a Change in Control shall occur and within 18 months thereafter the Firm terminates your Employment without Cause or you terminate your Employment for Good Reason, all of the Transfer Restrictions and risks of forfeiture with respect to your Short-Term Restricted Shares shall be removed.

8. Dividends. You shall be entitled to receive on a current basis any regular cash dividend paid by GS Inc. in respect of your Short-Term Restricted Shares, or, if the Short-Term Restricted Shares are held in escrow, the Firm will direct the transfer/paying agent to distribute the dividends to you in respect of your Short-Term Restricted Shares.

#### 9. Certain Additional Terms, Conditions and Agreements.

(a) The delivery of Shares and the removal of the Transfer Restrictions are conditioned on your satisfaction of any applicable withholding taxes in accordance with Section 3.2 of the Plan. To the extent permitted by applicable law, the Firm, in its sole discretion, may require you to provide amounts equal to all or a portion of any Federal, State, local, foreign or other tax obligations



imposed on you or the Firm in connection with the grant, Vesting or delivery of this Award by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise), (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award or (iii) in Shares delivered to you pursuant to this Award. In addition, if you are an individual with separate employment contracts (at any time during and/or after the Firm's fiscal year), the Firm may, in its sole discretion, require you to provide for a reserve in an amount the Firm determines is advisable or necessary in connection with any actual, anticipated or potential tax consequences related to your separate employment contracts by requiring you to choose between remitting such amount (i) in cash (or through payroll deduction or otherwise) or (ii) in the form of proceeds from the Firm's executing a sale of Shares delivered to you pursuant to this Award (or any other Outstanding Awards under the Plan). In no event, however, shall any choice you may have under the preceding two sentences determine, or give you any discretion to affect, the timing of the delivery of Shares or the timing of payment of tax obligations.

(b) If you are or become a Managing Director, your rights in respect of the Short-Term Restricted Shares are conditioned on your becoming a party to any shareholders' agreement to which other similarly situated employees of the Firm are a party.

(c) Your rights in respect of this Award are conditioned on the receipt to the full satisfaction of the Committee of any required consents (as described in Section 3.3 of the Plan) that the Committee may determine to be necessary or advisable.

(d) You understand and agree, in accordance with Section 3.3 of the Plan, by accepting this Award you have expressly consented to all of the items listed in Section 3.3.3(d) of the Plan, which are incorporated herein by reference, including without limitation the Firm's supplying to any third party recordkeeper of the Plan or other person such personal information of yours as the Committee deems advisable to administer the Plan.

(e) You understand and agree, in accordance with Section 3.22 of the Plan, by accepting this Award you have agreed to be subject to the Firm's policies in effect from time to time concerning trading in Shares and hedging or pledging Shares and equity-based compensation or other awards (including, without limitation, the Firm's "Policies With Respect to Transactions Involving GS Shares, Equity Awards and GS Options by Persons Affiliated with GS Inc."), and confidential or proprietary information, and to effect sales of Shares delivered to you in respect of this Award in accordance with such rules and procedures as may be adopted from time to time with respect to sales of such Shares (which may include, without limitation, restrictions relating to the timing of sale requests, the manner in which sales are executed, pricing method, consolidation or aggregation of orders and volume limits determined by the Firm). In addition, you understand and agree that you shall be responsible for all brokerage costs and other fees or expenses associated with this Award, including, without limitation, such brokerage costs or other fees or expenses in connection with the sale of Shares delivered to you hereunder.

(f) GS Inc. may affix to Certificates representing Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under a separate agreement with GS Inc.). GS Inc. may advise the transfer agent to place a stop order against any legended Shares.

(g) Without limiting the application of Paragraphs 4(b) and 4(d) if:

(i) your Employment with the Firm terminates solely because you resigned to accept Conflicted Employment; or

(ii) following your termination of Employment other than described in Paragraph 9(g)(i), you notify the Firm that you have accepted or intend to accept Conflicted Employment at a time when you continue to hold Outstanding Short-Term Restricted Shares;

then, subject to the last sentence of this Paragraph 9(g), any Transfer Restrictions shall be removed as soon as practicable after the Committee has received satisfactory documentation relating to your Conflicted Employment. For the avoidance of doubt and subject to applicable law, nothing in this Paragraph 9(g) shall limit the Committee's authority to exercise its rights under the Award Agreement or the Plan (including, without limitation, Section 1.3.2 of the Plan) to take or require you to take other steps it determines in its sole discretion to be necessary or appropriate to cure an actual or perceived conflict of interest.

(h) In addition to and without limiting the generality of the provisions of Section 1.3.5 of the Plan, neither the Firm nor any Covered Person shall have any liability to you or any other person for any action taken or omitted in respect of this or any other Award.

(i) You understand and agree, by accepting this Award, that Short-Term Restricted Shares hereby are pledged to the Firm to secure its right to such Short-Term Restricted Shares in the event you forfeit any such Short-Term Restricted Shares pursuant to the terms of the Plan or this Award Agreement. This Award, if held in escrow, will not be delivered to you but will be held by an escrow agent for your benefit. If an escrow agent is used, such escrow agent will also hold the Short-Term Restricted Shares for the benefit of the Firm for the purpose of perfecting its security interest.

(j) You understand and agree that, in the event of your termination of Employment while you continue to hold Outstanding Short-Term Restricted Shares, you may be required to certify, from time to time, your compliance with all terms and conditions of the Plan and this Award Agreement. You understand and agree that (i) it is your responsibility to inform the Firm of any changes to your address to ensure timely receipt of the certification materials, (ii) you are responsible for obtaining such certification materials by contacting the Firm if you do not receive certification materials, and (iii) failure to return properly completed certification materials by the deadline specified in the certification materials will result in the forfeiture of all of your Outstanding Short-Term Restricted Shares in accordance with Paragraph 4(b)(iv).

10. Right of Offset. The Firm may exercise its right of offset under Section 3.4 of the Plan by conditioning the payment of dividends or the removal of the Transfer Restrictions on your satisfaction of your obligations to the Firm in a manner deemed appropriate by the Committee, including by the application of some or all of your Short-Term Restricted Shares.

11. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, and the Board may amend the Plan in any respect; provided that, notwithstanding the foregoing and Sections 1.3.2(f), 1.3.2(g) and 3.1 of the Plan, no such amendment shall materially adversely affect your rights and obligations under this Award Agreement without your consent; and provided further that the Committee expressly reserves its rights to amend the Award Agreement and the Plan as described in Sections 1.3.2(h)(1), (2) and (4) of the Plan. Any amendment of this Award Agreement shall be in writing.

12. Arbitration; Choice of Forum. BY ACCEPTING THIS AWARD, (A) YOU UNDERSTAND AND AGREE THAT THE ARBITRATION AND CHOICE OF FORUM PROVISIONS SET FORTH IN SECTION 3.17 OF THE PLAN, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND WHICH, AMONG OTHER THINGS, PROVIDE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE FIRM AND YOU ARISING

OUT OF OR RELATING TO OR CONCERNING THE PLAN OR THIS AWARD AGREEMENT SHALL BE FINALLY SETTLED BY ARBITRATION IN NEW YORK CITY, PURSUANT TO THE TERMS MORE FULLY SET FORTH IN SECTION 3.17 OF THE PLAN, SHALL APPLY, (B) YOU AGREE TO ARBITRATE ALL CLAIMS AS DESCRIBED IN SECTION 3.17 OF THE PLAN IN ACCORDANCE WITH THE ARBITRATION PROCEDURE SET FORTH IN SECTION 3.17, AND (C) YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATOR SHALL HAVE THE AUTHORITY TO CONSIDER CLASS OR COLLECTIVE CLAIMS, TO ORDER CONSOLIDATION OR TO JOIN DIFFERENT CLAIMANTS OR GRANT RELIEF OTHER THAN ON AN INDIVIDUAL BASIS TO THE INDIVIDUAL CLAIMANT INVOLVED.

13. Non-transferability. Except as otherwise may be provided in this Paragraph 13 or as otherwise may be provided by the Committee, and without limiting Paragraph 3(c) hereof, the limitations on transferability set forth in Section 3.5 of the Plan shall apply to this Award. Any purported transfer or assignment in violation of the provisions of this Paragraph 13 or Section 3.5 of the Plan shall be void. The Committee may adopt procedures pursuant to which some or all recipients of Short-Term Restricted Shares may transfer some or all of their Short-Term Restricted Shares (which shall continue to be subject to the Transfer Restrictions until the Transferability Date) through a gift for no consideration to any immediate family member (as determined pursuant to the procedures) or a trust in which the recipient and/or the recipient's immediate family members in the aggregate have 100% of the beneficial interest (as determined pursuant to the procedures).

14. Governing Law. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

15. Headings. The headings in this Award Agreement are for the purpose of convenience only and are not intended to define or limit the construction of the provisions hereof.

**IN WITNESS WHEREOF**, GS Inc. has caused this Award Agreement to be duly executed and delivered as of the Date of Grant.

**THE GOLDMAN SACHS GROUP, INC.**

By:

Name:

Title:

**THE GOLDMAN SACHS GROUP, INC. AND SUBSIDIARIES**  
**COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES AND RATIOS OF EARNINGS**  
**TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS**

<i>\$ in millions</i>	Year Ended December				
	2013	2012	2011	2010	2009
Net earnings	<b>\$ 8,040</b>	\$ 7,475	\$ 4,442	\$ 8,354	\$13,385
Add:					
Provision for taxes	<b>3,697</b>	3,732	1,727	4,538	6,444
Portion of rents representative of an interest factor	<b>108</b>	125	159	169	145
Interest expense on all indebtedness	<b>6,668</b>	7,501	7,982	6,806	6,500
<b>Pre-tax earnings, as adjusted</b>	<b>\$18,513</b>	<b>\$18,833</b>	<b>\$14,310</b>	<b>\$19,867</b>	<b>\$26,474</b>
Fixed charges <sup>1</sup> :					
Portion of rents representative of an interest factor	<b>\$ 108</b>	\$ 125	\$ 159	\$ 169	\$ 145
Interest expense on all indebtedness	<b>6,672</b>	7,509	7,987	6,810	6,570
<b>Total fixed charges</b>	<b>\$ 6,780</b>	<b>\$ 7,634</b>	<b>\$ 8,146</b>	<b>\$ 6,979</b>	<b>\$ 6,715</b>
Preferred stock dividend requirements	<b>458</b>	274	2,683	989	1,767
<b>Total combined fixed charges and preferred stock dividends</b>	<b>\$ 7,238</b>	<b>\$ 7,908</b>	<b>\$10,829</b>	<b>\$ 7,968</b>	<b>\$ 8,482</b>
<b>Ratio of earnings to fixed charges</b>	<b>2.73x</b>	<b>2.47x</b>	<b>1.76x</b>	<b>2.85x</b>	<b>3.94x</b>
<b>Ratio of earnings to combined fixed charges and preferred stock dividends</b>	<b>2.56x</b>	<b>2.38x</b>	<b>1.32x</b>	<b>2.49x</b>	<b>3.12x</b>

1. Fixed charges include capitalized interest of \$4 million for 2013, \$8 million for 2012, \$5 million for 2011, \$4 million for 2010 and \$70 million for 2009.

### Significant Subsidiaries of the Registrant

The following are significant subsidiaries of The Goldman Sachs Group, Inc. as of December 31, 2013 and the states or jurisdictions in which they are organized. Indentation indicates the principal parent of each subsidiary. The Goldman Sachs Group, Inc. owns, directly or indirectly, at least 99% of the voting securities of substantially all of the subsidiaries included below. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a “significant subsidiary” as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

Name	State or Jurisdiction of Organization of Entity
The Goldman Sachs Group, Inc.	Delaware
Goldman, Sachs & Co.	New York
Goldman Sachs (UK) L.L.C.	Delaware
Goldman Sachs Group UK Limited	United Kingdom
Goldman Sachs Group Holdings (U.K.) Limited	United Kingdom
Goldman Sachs International Bank	United Kingdom
Goldman Sachs Holdings (U.K.)	United Kingdom
Goldman Sachs International	United Kingdom
Goldman Sachs Asset Management International	United Kingdom
Forres L.L.C.	Delaware
Forres Investments Limited	Cayman Islands
KPL Finance Limited	Cayman Islands
Rothesay Life (Cayman) Limited	Cayman Islands
Goldman Sachs Global Holdings L.L.C.	Delaware
GS Asian Venture (Delaware) L.L.C.	Delaware
GS Hony Holdings I Ltd.	Cayman Islands
GS (Asia) L.P.	Delaware
Goldman Sachs (Japan) Ltd.	British Virgin Islands
Goldman Sachs Japan Co., Ltd.	Japan
MLT Investments Ltd.	Mauritius
Goldman Sachs Strategic Investments (Asia) L.L.C.	Delaware
J. Aron Holdings, L.P.	Delaware
J. Aron & Company	New York
Goldman Sachs Asset Management, L.P.	Delaware
Goldman Sachs Hedge Fund Strategies LLC	Delaware
Goldman Sachs (Cayman) Holding Company	Cayman Islands
Goldman Sachs (Asia) Corporate Holdings L.P.	Delaware
Goldman Sachs Holdings (Hong Kong) Limited	Hong Kong
Goldman Sachs (Asia) Finance	Mauritius
Goldman Sachs (Asia) L.L.C.	Delaware
Goldman Sachs Foreign Exchange (Singapore) PTE	Singapore
J. Aron & Company (Singapore) PTE.	Singapore
GS Mehetia LLC	Delaware
Mehetia Holdings Inc.	Delaware
GS Holdings (Delaware) L.L.C. II	Delaware
GS Lending Partners Holdings LLC	Delaware
Goldman Sachs Lending Partners LLC	Delaware
Goldman Sachs Bank USA	New York
Goldman Sachs Mortgage Company	New York
Goldman Sachs Credit Partners L.P.	Bermuda
Goldman Sachs Execution & Clearing, L.P.	New York
GS Financial Services II, LLC	Delaware
GS Funding Europe	United Kingdom
GS Funding Europe I Ltd.	Cayman Islands
GS Funding Europe II Ltd.	Cayman Islands
GS Investment Strategies, LLC	Delaware
GS Power Holdings LLC	Delaware
Mitsi Holdings LLC	Delaware
Metro International Trade Services LLC	Delaware

Name	State or Jurisdiction of Organization of Entity
MLQ Investors, L.P.	Delaware
AR Holdings (Delaware) L.L.C.	Delaware
AR Holdings GK	Japan
SH White Flower	Japan
GK Frangipani	Japan
GS PIA Holdings GK	Japan
Crane Holdings Ltd.	Japan
GS TK Holdings II GK	Japan
ELQ Holdings (Del) LLC	Delaware
ELQ Holdings (UK) Ltd	United Kingdom
ELQ Investors II Ltd	United Kingdom
Goldman Sachs Specialty Lending Holdings, Inc.	Delaware
Goldman Sachs Holdings ANZ Pty Limited	Australia
GS HLDGS ANZ II Pty Ltd	Australia
Goldman Sachs Australia Group Holdings Pty Ltd	Australia
Goldman Sachs Australia Capital Markets Limited	Australia
Goldman Sachs Australia Pty Ltd	Australia
Goldman Sachs Financial Markets Pty Ltd	Australia
GS Fund Holdings, L.L.C.	Delaware
Shoelane, L.P.	Delaware
Whitehall Street Global Real Estate Employee Master Fund 2007, L.P.	Delaware
GS Financial Services L.P. (Del)	Delaware
JLQ LLC	Cayman Islands
Jupiter Investment Co., Ltd.	Japan
GS Direct, L.L.C.	Delaware
GSIP Holdco A LLC	Delaware
Special Situations Investing Group II, LLC	Delaware
MTGRP, L.L.C.	Delaware
Archon International, Inc.	Delaware
Archon Capital Bank Deutschland GMBH	Germany
Archon Group Deutschland GMBH	Germany

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File No. 333-176914) and on Form S-8 (File Nos. 333-80839, 333-42068, 333-106430 and 333-120802) of The Goldman Sachs Group, Inc. of our report dated February 27, 2014 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Part II, Item 8 of this Form 10-K. We also consent to the incorporation by reference in such Registration Statements of our report dated February 27, 2014 relating to Selected Financial Data, which appears in Exhibit 99.1 of this Form 10-K.

/s/ PRICEWATERHOUSECOOPERS LLP

New York, New York  
February 27, 2014



**CERTIFICATIONS**

I, Lloyd C. Blankfein, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2013 of The Goldman Sachs Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Lloyd C. Blankfein

Name: Lloyd C. Blankfein

Title: Chief Executive Officer

Date: February 27, 2014

## CERTIFICATIONS

I, Harvey M. Schwartz, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2013 of The Goldman Sachs Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Harvey M. Schwartz

Name: Harvey M. Schwartz

Title: Chief Financial Officer

Date: February 27, 2014

**Certification**

Pursuant to 18 U.S.C. § 1350, the undersigned officer of The Goldman Sachs Group, Inc. (the “Company”) hereby certifies that the Company’s Annual Report on Form 10-K for the year ended December 31, 2013 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 27, 2014

/s/ Lloyd C. Blankfein

Lloyd C. Blankfein  
Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

### **Certification**

Pursuant to 18 U.S.C. § 1350, the undersigned officer of The Goldman Sachs Group, Inc. (the “Company”) hereby certifies that the Company’s Annual Report on Form 10-K for the year ended December 31, 2013 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 27, 2014

/s/ Harvey M. Schwartz

Harvey M. Schwartz  
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
ON SELECTED FINANCIAL DATA**

To the Board of Directors and the Shareholders of  
The Goldman Sachs Group, Inc.:

We have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements of The Goldman Sachs Group, Inc. and subsidiaries (the “Company”) at December 31, 2013 and December 31, 2012, and for each of the three years in the period ended December 31, 2013, and the effectiveness of the Company’s internal control over financial reporting as of December 31, 2013, and in our report dated February 27, 2014, we expressed unqualified opinions thereon. We have also previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated statements of financial condition of the Company as of December 31, 2011, 2010 and 2009, and the related consolidated statements of earnings, comprehensive income, changes in shareholders’ equity and cash flows for the years ended December 31, 2010 and 2009 (none of which are presented herein), and we expressed unqualified opinions on those consolidated financial statements. In our opinion, the information of The Goldman Sachs Group, Inc. and subsidiaries for each of the five years in the period ended December 31, 2013 set forth in the (i) income statement data, (ii) balance sheet data and (iii) common share data in the Selected Financial Data appearing on page 231 in Part II, Item 8 of this Form 10-K, is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.

/s/ PRICEWATERHOUSECOOPERS LLP

New York, New York  
February 27, 2014

**Debt and Trust Preferred Securities Registered Pursuant to Section 12(b) of the Act:**

Title of Each Class	Name of Each Exchange on Which Registered
5.793% Fixed-to-Floating Rate Normal Automatic Preferred Enhanced Capital Securities of Goldman Sachs Capital II (and Registrant's guarantee with respect thereto)	New York Stock Exchange
Floating Rate Normal Automatic Preferred Enhanced Capital Securities of Goldman Sachs Capital III (and Registrant's guarantee with respect thereto)	New York Stock Exchange
4.647% Senior Guaranteed Trust Securities due 2017 of Murray Street Investment Trust I (and Registrant's guarantee with respect thereto)	New York Stock Exchange
4.404% Senior Guaranteed Trust Securities due 2016 of Vesey Street Investment Trust I (and Registrant's guarantee with respect thereto)	New York Stock Exchange
Medium-Term Notes, Series A, Index-Linked Notes due 2037 of GS Finance Corp. (and Registrant's guarantee with respect thereto)	NYSE Arca
Medium-Term Notes, Series B, Index-Linked Notes due 2037	NYSE Arca
Medium-Term Notes, Series D, 7.50% Notes due 2019	New York Stock Exchange
6.125% Notes due 2060	New York Stock Exchange
6.50% Notes due 2061	New York Stock Exchange