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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) December 18, 2023

Citigroup Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-9924
(Commission
File Number)

52-1568099
(IRS Employer
Identification No.)

388 Greenwich Street
New York, New York 10013
(Address of principal executive offices) (Zip Code)

(212) 559-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 formatted in Inline XBRL:

<u>Title of each class</u>	<u>Ticker Symbol(s)</u>	<u>Title for iXBRL</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$.01 per share	C	Common Stock, par value \$.01 per share	New York Stock Exchange
Depository Shares, each representing 1/1,000th interest in a share of 7.125% Fixed/Floating Rate Noncumulative Preferred Stock, Series J	C Pr J	Dep Shs, represent 1/1,000th interest in a share of 7.125% Fix/Float Rate Noncum Pref Stk, Ser J	New York Stock Exchange
7.625% Trust Preferred Securities of Citigroup Capital III (and registrant's guaranty with respect thereto)	C/36Y	7.625% TRUPs of Cap III (and registrant's guaranty)	New York Stock Exchange
7.875% Fixed Rate / Floating Rate Trust Preferred Securities (TruPS [®]) of Citigroup Capital XIII (and registrant's guaranty with respect thereto)	C N	7.875% FXD / FRN TruPS of Cap XIII (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Callable Step-Up Coupon Notes Due March 31, 2036 of CGMHI (and registrant's guaranty with respect thereto)	C/36A	MTN, Series N, Callable Step-Up Coupon Notes Due Mar 2036 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Callable Step-Up Coupon Notes Due February 26, 2036 of CGMHI (and registrant's guaranty with respect thereto)	C/36	MTN, Series N, Callable Step-Up Coupon Notes Due Feb 2036 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Callable Fixed Rate Notes Due December 18, 2035 of CGMHI (and registrant's guaranty with respect thereto)	C/35	MTN, Series N, Callable Fixed Rate Notes Due Dec 2035 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Floating Rate Notes Due April 26, 2028 of CGMHI (and registrant's guaranty with respect thereto)	C/28	MTN, Series N, Floating Rate Notes Due April 26, 2028 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Floating Rate Notes Due September 17, 2026 of CGMHI (and registrant's guaranty with respect thereto)	C/26	MTN, Series N, Floating Rate Notes Due Sept 2026 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Floating Rate Notes Due September 15, 2028 of CGMHI (and registrant's guaranty with respect thereto)	C/28A	MTN, Series N, Floating Rate Notes Due Sept 2028 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Floating Rate Notes Due October 6, 2028 of CGMHI (and registrant's guaranty with respect thereto)	C/28B	MTN, Series N, Floating Rate Notes Due Oct 2028 of CGMHI (and registrant's guaranty)	New York Stock Exchange
Medium-Term Senior Notes, Series N, Floating Rate Notes Due March 21, 2029 of CGMHI (and registrant's guaranty with respect thereto)	C/29A	MTN, Series N, Floating Rate Notes Due Mar 2029 of CGMHI (and registrant's guaranty)	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

CITIGROUP INC.

Current Report on Form 8-K

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.01	Fifth Supplemental Indenture dated as of December 18, 2023 between Citigroup Inc. and The Bank of New York Mellon, as trustee, to Indenture dated as of November 13, 2013
4.02	Third Supplemental Indenture dated as of December 18, 2023 among Citigroup Global Markets Holdings Inc., as issuer, Citigroup Inc., as guarantor, and The Bank of New York Mellon, as trustee, to Indenture dated as of March 8, 2016
104	The cover page of this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 18, 2023

CITIGROUP INC.

By: /s/ Karen Wang
Karen Wang
Assistant Secretary

CITIGROUP INC.

and

THE BANK OF NEW YORK MELLON

Trustee

FIFTH SUPPLEMENTAL INDENTURE

Dated as of December 18, 2023

Supplemental to Indenture dated as of November 13, 2013
providing for the issuance of
Senior Debt Securities

FIFTH SUPPLEMENTAL INDENTURE dated as of December 18, 2023 (this "Fifth Supplemental Indenture"), between Citigroup Inc., a Delaware corporation (the "Company"), and The Bank of New York Mellon, a New York banking corporation, not in its individual capacity but solely as trustee (the "Trustee") under the Indenture dated as of November 13, 2013 (as supplemented prior to the date hereof, the "Indenture").

WHEREAS, pursuant to Section 15.01(a)(iii) of the Indenture, the Company and the Trustee may enter into a supplemental indenture to change or eliminate any of the provisions of the Indenture; *provided* that any such change or elimination shall become effective only when there is no Outstanding Security of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision and as to which such supplemental indenture would apply;

WHEREAS, this Fifth Supplemental Indenture shall apply only to Securities issued on or after the date hereof and shall not apply to any Security that is Outstanding, or that is part of a series (as defined in Section 6.10 of the Indenture) any Security of which is Outstanding, on the date hereof;

WHEREAS, all acts and requirements necessary to make this Fifth Supplemental Indenture a legal, valid and binding obligation of the Company have been done;

WHEREAS, the Company desires to enter into this Fifth Supplemental Indenture and hereby requests that the Trustee enter into the same;

NOW, THEREFORE, the Company and the Trustee agree as follows:

ARTICLE ONE

Modifications

Section 1.01. Section 5.03 of the Indenture is hereby amended by deleting the existing clause (c) in its entirety and replacing it with the following:

“(c) If the Paying Agent shall be other than the Trustee, the Company will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 5.03 and Section 12.09, that such Paying Agent shall:

(i) hold all sums held by such Paying Agent for the payment of the principal of or interest on the Securities of that series in trust for the benefit of the holders of such Securities; and

(ii) at any time during the continuance of any default by the Company or any other obligor upon the Securities of that series in the making of any payment of the principal of or interest on the Securities of that series when the same shall have become due and payable, upon the written request of the Trustee, pay to the Trustee all sums so held in trust by such Paying Agent.”

Section 1.02 Section 5.06 of the Indenture is hereby amended by deleting clause (b) in its entirety.

Section 1.03. Section 10.01 of the Indenture is hereby amended by deleting the existing clause (o) in its entirety and replacing it with the following:

“(o) The Trustee shall not be deemed to have knowledge or notice of any default or event of default unless written notice of any event which is in fact such a default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and, if such notice is provided by the Company, such notice references the Securities and this Indenture.”

ARTICLE TWO

Miscellaneous

Section 2.01. The Trustee accepts the trusts created by this Fifth Supplemental Indenture upon the terms and conditions set forth in the Indenture. The Trustee shall not be responsible or accountable in any manner whatsoever for or in respect of, and makes no representation with respect to, the validity or sufficiency of this Fifth Supplemental Indenture or the due execution hereof by the Company and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Section 2.02. Capitalized terms used but not defined in this Fifth Supplemental Indenture shall have the meanings given to such terms in the Indenture.

Section 2.03. Except as hereby expressly modified, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

Section 2.04. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; but such counterparts shall together be deemed to constitute but one and the same instrument.

Section 2.05. This Fifth Supplemental Indenture shall apply only to Securities issued on or after the date hereof and shall not apply to any Security that is Outstanding, or that is part of a series (as defined in Section 6.10 of the Indenture) any Security of which is Outstanding, on the date hereof.

IN WITNESS WHEREOF, each of CITIGROUP INC. and THE BANK OF NEW YORK MELLON, as Trustee, has caused this Fifth Supplemental Indenture to be signed by one of its officers thereunto duly authorized as of December 18, 2023.

CITIGROUP INC.,

By: /s/ Elissa Steinberg

Name: Elissa Steinberg

Title: Assistant Treasurer

IN WITNESS WHEREOF, each of CITIGROUP INC. and THE BANK OF NEW YORK MELLON, as Trustee, has caused this Fifth Supplemental Indenture to be signed by one of its officers thereunto duly authorized as of December 18, 2023.

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Stacey B. Poindexter

Name: Stacey B. Poindexter

Title: Vice President

CITIGROUP GLOBAL MARKETS HOLDINGS INC.
Issuer

CITIGROUP INC.

Guarantor

and

THE BANK OF NEW YORK MELLON

Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of December 18, 2023

Supplemental to Indenture dated as of March 8, 2016
providing for the issuance of
Senior Debt Securities

THIRD SUPPLEMENTAL INDENTURE dated as of December 18, 2023 (this “Third Supplemental Indenture”), among Citigroup Global Markets Holdings Inc., a New York corporation (the “Company”), Citigroup Inc., a corporation organized and existing under the laws of the State of Delaware, as guarantor (the “Guarantor”), and The Bank of New York Mellon, a New York banking corporation, not in its individual capacity but solely as trustee (the “Trustee”) under the Indenture dated as of March 8, 2016 (as supplemented prior to the date hereof, the “Indenture”).

WHEREAS, pursuant to Section 15.01(a)(iii) of the Indenture, the Company, the Guarantor and the Trustee may enter into a supplemental indenture to change or eliminate any of the provisions of the Indenture; *provided* that any such change or elimination shall become effective only when there is no Outstanding Security of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision and as to which such supplemental indenture would apply;

WHEREAS, this Third Supplemental Indenture shall apply only to Securities issued on or after the date hereof and shall not apply to any Security that is Outstanding, or that is part of a series (as defined in Section 6.10 of the Indenture) any Security of which is Outstanding, on the date hereof;

WHEREAS, all acts and requirements necessary to make this Third Supplemental Indenture a legal, valid and binding obligation of each of the Company and the Guarantor have been done;

WHEREAS, each of the Company and the Guarantor desires to enter into this Third Supplemental Indenture and hereby requests that the Trustee enter into the same;

NOW, THEREFORE, the Company, the Guarantor and the Trustee agree as follows:

ARTICLE ONE

Modifications

Section 1.01. Section 16.05 of the Indenture is hereby amended by adding the following at the end of clause (a):

“With respect to any Securities designated as warrants, nothing contained in this Section 16.05(a) shall prohibit the transfer of the Guarantee or any interest or obligation of the Guarantor in or under the Guarantee to another entity as transferee as part of the resolution, restructuring or reorganization of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding.”

Section 1.02. Section 17.12 of the Indenture is hereby amended by adding the following at the end of clause (a):

“Notwithstanding anything to the contrary herein, in the event the Company or the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (each, a “U.S. Special Resolution Regime”), the transfer of any Securities designated as warrants and the related Guarantee (together, the “Relevant Agreements”), and the transfer of any interest and obligation in or under the Relevant Agreements, from the Company or the Guarantor, respectively, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if the Relevant Agreements, and any interest and obligation in or under the Relevant Agreements, were governed by the laws of the United States or a state of the United States. In the event the Company or the Guarantor, or any of their affiliates (as such term is defined in, and interpreted in accordance with, 12 U.S.C. 1841(k)), becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights against the Company or the Guarantor with respect to the Relevant Agreements are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if the Relevant Agreements were governed by the laws of the United States or a state of the United States. For purposes of this paragraph “default right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.1, as applicable.”

Section 1.03. Section 5.03 of the Indenture is hereby amended by deleting the existing clause (c) in its entirety and replacing it with the following:

“(c) If the Paying Agent shall be other than the Trustee, the Company will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 5.03 and Section 12.09, that such Paying Agent shall:

(i) hold all sums held by such Paying Agent for the payment of the principal of or interest on the Securities of that series in trust for the benefit of the holders of such Securities; and

(ii) at any time during the continuance of any default by the Company, the Guarantor or any other obligor upon the Securities of that series in the making of any payment of the principal of or interest on the Securities of that series when the same shall have become due and payable, upon the written request of the Trustee, pay to the Trustee all sums so held in trust by such Paying Agent.”

Section 1.04. Section 5.06 of the Indenture is hereby amended by deleting clause (b) in its entirety.

Section 1.05. Section 10.01 of the Indenture is hereby amended by deleting the existing clause (o) in its entirety and replacing it with the following:

“(o) The Trustee shall not be deemed to have knowledge or notice of any default or event of default unless written notice of any event which is in fact such a default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and, if such notice is provided by the Company or the Guarantor, such notice references the Securities and this Indenture.”

ARTICLE TWO

Miscellaneous

Section 2.01. The Trustee accepts the trusts created by this Third Supplemental Indenture upon the terms and conditions set forth in the Indenture. The Trustee shall not be responsible or accountable in any manner whatsoever for or in respect of, and makes no representation with respect to, the validity or sufficiency of this Third Supplemental Indenture or the due execution hereof by the Company or the Guarantor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company and the Guarantor, as applicable.

Section 2.02. Capitalized terms used but not defined in this Third Supplemental Indenture shall have the meanings given to such terms in the Indenture.

Section 2.03. Except as hereby expressly modified, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

Section 2.04. This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; but such counterparts shall together be deemed to constitute but one and the same instrument.

Section 2.05. This Third Supplemental Indenture shall apply only to Securities issued on or after the date hereof and shall not apply to any Security that is Outstanding, or that is part of a series (as defined in Section 6.10 of the Indenture) any Security of which is Outstanding, on the date hereof.

IN WITNESS WHEREOF, each of CITIGROUP GLOBAL MARKETS HOLDINGS INC., CITIGROUP INC. and THE BANK OF NEW YORK MELLON, as Trustee, has caused this Third Supplemental Indenture to be signed by one of its officers thereunto duly authorized as of December 18, 2023.

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Stacey B. Poindexter

Name: Stacey B. Poindexter

Title: Vice President
