

8 November 2023

Andrew Weaver
Derivatives Department
Australian Securities Exchange
20 Bridge Street
Sydney NSW 2000

Dear Andrew

For dissemination to the market

**CitiFirst Self Funding Instalments
Amendments to Terms of Issue**

Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832 and AFSL 240992) (**Citi**) issued the product disclosure statements (each a **PDS**) in relation to CitiFirst Self Funding Instalments quoted on the ASX specified in Annexure B to this notice (each a **CitiFirst Self Funding Instalment**).

Citi proposes to amend certain terms of issue of each CitiFirst Self Funding Instalment under clause 29.1(a)(5) and 29.4(e) (as applicable) of the instalment warrant deed dated 17 July 2007 and paragraph 10.3.6(e) of Schedule 10 of the ASX Operating Rules (the **Changes**). The changes are described in Annexure A of this notice.

The Changes take effect at 5pm (Sydney time) on 8 November 2023.

Citi hereby provides notice of the Changes to holders of CitiFirst Self Funding Instalments.

Yours Sincerely,



Signed on behalf of
Citigroup Global Markets Australia Pty Limited

Annexure A – Description of amendments

Citi proposes to amend the terms of issue, including under the instalment warrant deed (**deed**), as follows:

- (a) clause 5.4(h) of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:
Neither Citigroup nor the Trustee is liable for any mistake in or omission from the Register except to the extent that the mistake or omission is attributable to its or the Trustee's own-gross dishonesty, negligence, or fraud.
- (b) clause 12(b)(1) of the deed, by inserting the blue underlined text as follows:
in respect of any event, where Citigroup considers it reasonable to do so, fix an earlier Maturity Date provided that the earlier Maturity Date must also be reasonable; or
- (c) clause 15.2(g) of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:
the relevant Series of Instalment Warrants to which the Exercise Notice relates are not subject to any Encumbrance or other third party right, as Citigroup determines, acting reasonably ~~in its absolute discretion~~.
- (d) clause 15.3(a) of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:
Citigroup may, acting reasonably, ~~in its absolute discretion~~ elect to accept or reject any payment by a Holder of the Exercise Amount even if the Holder does not give a valid Exercise Notice in accordance with clause 15.2.
- (e) clause 17.7 of the deed, by deleting the red struck through text and inserting the blue underlined text as follows:
Whether or not any Receiver has been appointed, ~~to the extent permitted by law~~ Citigroup may, acting reasonably, exercise any power of a Receiver in addition to any power as mortgagee (together, the Powers) without giving notice. Citigroup may, acting reasonably, exercise the Powers without taking possession or being liable as mortgagee in possession. Without limitation, it may, acting reasonably, exercise the Powers directly or through one or more agents.
- (f) clause 17.16 of the deed, by deleting the clause in its entirety and inserting “17.16 [Not Used]” in substitution.
- (g) clause 19.4(b) of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:
the Seller shall, acting reasonably, ~~at its discretion~~, determine the time and manner of the sale of the Underlying Parcel; and
- (h) clause 19.4(c) of the deed, by deleting the red struck through text and inserting the blue underlined text as follows:
the Seller shall have no liability to any Holder for any delay in the sale of any property or any failure to obtain a particular price for any Underlying Parcel or for obtaining different prices on different property sold pursuant to the power of sale under the Security Interest (in the absence of ~~gross~~-negligence, fraud or wilful misconduct by Citigroup).
- (i) clause 19.14(a) of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:

Neither Citigroup nor, the Trustee nor a Receiver is ~~not~~ liable for any loss or damage, including consequential loss or damage arising directly or indirectly from any omission or delay in the exercise or non-exercise of any power under this deed.:

~~(1) any omission or delay in the exercise or non-exercise of any power under this deed; or~~

~~(2) the neglect, default or dishonesty of any manager, Officer, employee, agent, accountant, auctioneer or solicitor of Citi, the Trustee or a Receiver.~~

- (j) clause 19.14(b) of the deed, by deleting the red struck through text as follows:

Clause 19.14(a) does not apply:

(1) *in respect of Citigroup, to any loss or damage that arises from the wilful default, fraud or ~~gross~~ negligence of Citigroup;*

(2) *in respect of the Trustee, to any loss or damage that arises from the wilful default, fraud or ~~gross~~ negligence of the Trustee; and*

(3) *in respect of a Receiver, to any loss or damage that arises from the wilful default, fraud or ~~gross~~ negligence of the Receiver.*

- (k) clause 20.4 of the deed, by deleting the red struck through text and inserting the blue underlined text in substitution as follows:

In the execution of the trusts and powers under this deed, the liability and obligations of the Trustee to the Holders will be no greater than and is strictly limited to the extent to which the Trustee is ~~actually indemnified~~ entitled to be indemnified for the liability or obligation by Citigroup or to the extent to which the liability or obligation can be lawfully satisfied in accordance with this deed out of property of the Separate Trusts or (if it is a lesser amount) an amount not exceeding the value of the Separate Trusts, for:

- (l) clause 21.3 of the deed, by deleting the clause and inserting the following in substitution:

“21.3 Liability of Citigroup

Citigroup is not liable for any loss, including consequential or indirect loss, arising in respect of any conduct, delay or inaction in the exercise or non-exercise of any power or resulting from a breach by Citigroup (or any agent of Citigroup) of this deed, except to the extent that the loss arises as a result of Citigroup's (or any agent's) negligence, fraud or wilful misconduct.”

- (m) clause 22.2 of the deed, by deleting the clause in its entirety and inserting “22.2 *[Not used]*” in substitution.

- (n) in section 4.8 (‘Extraordinary Events’) of the PDS, in the second paragraph, by inserting the blue underlined text as follows:

In such circumstances Citi may fix an earlier Maturity Date, where Citi considers it reasonable to do so and the earlier Maturity Date is also reasonable, or in respect of a Trust Tax Change terminate the trust relationship governed by the Instalment Warrant Deed. Citi shall give written notice to each Holder within 10 Business Days of declaring an Extraordinary Event.

- (o) in section 10 of the PDS, in clause 7.6 of the loan agreement, by inserting the blue underlined text as follows:

Subject to the Instalment Warrant Deed, the Investor may not assign or otherwise deal with its rights under this Loan Agreement. Citi may assign or otherwise deal with all or any of its rights and benefits under this Loan Agreement without

obtaining the consent of the Investor, provided that, in the reasonable opinion of Citi, such transfer will not be detrimental to Investors or is a transfer to a reputable financial institution.

Annexure B – List of CitiFirst Self Funding Instalments

Warrant ASX Code	PDS Issue Date
ALQSOA	6 December 2019
AMPSOA	6 December 2019
ANZSOB	6 December 2019
ANZSOC	6 December 2019
ASXSOA	6 December 2019
CBASOB	6 December 2019
CBASOC	6 December 2019
CSLSOA	6 December 2019
IVVSOA	6 December 2019
IVVSOB	6 December 2019
MQGSOA	6 December 2019
NABSOB	6 December 2019
NABSOC	6 December 2019
NHFSOA	6 December 2019
QBESOA	6 December 2019
QUBSOA	6 December 2019
RHCSOA	6 December 2019
RIOSOA	6 December 2019
SFYSOA	6 December 2019
STOSOA	6 December 2019
STWSOA	6 December 2019
STWSOB	6 December 2019
SUNSOA	6 December 2019
TAHSOA	6 December 2019
TLSSOB	6 December 2019
TLSSOC	6 December 2019
VASSOE	6 December 2019
VEUSOB	6 December 2019
VEUSOE	6 December 2019
VHYSOB	6 December 2019
VHYSOD	6 December 2019
VTSSOB	6 December 2019
WBCSOB	6 December 2019
WBCSOC	6 December 2019
WESSOA	6 December 2019
WOWSOA	6 December 2019
ALLSOA	17 July 2020
ANZSOA	17 July 2020
ASXSOB	17 July 2020
BHPSOB	17 July 2020
BOQSOA	17 July 2020
BXBSOA	17 July 2020

CBASOA	17 July 2020
COLSOA	17 July 2020
CSLSOB	17 July 2020
GMGSOA	17 July 2020
IHDSOA	17 July 2020
ILCSOA	17 July 2020
IOZSOA	17 July 2020
IOZSOB	17 July 2020
IVVSOC	17 July 2020
IVVSOG	17 July 2020
MQGSOB	17 July 2020
NABSOA	17 July 2020
RIOSOB	17 July 2020
SUNSOB	17 July 2020
TCLSOA	17 July 2020
TLSSOA	17 July 2020
VEUSOF	17 July 2020
VHYSOE	17 July 2020
VTSSOD	17 July 2020
WBCSOA	17 July 2020
WDSSOA	17 July 2020
WESSOB	17 July 2020
WOWSOB	17 July 2020
ALLSOB	9 March 2021
ANZSOD	9 March 2021
BHPSOC	9 March 2021
CBASOD	9 March 2021
FMGSOB	9 March 2021
FMGSOC	9 March 2021
ILCSOB	9 March 2021
ILCSOC	9 March 2021
IOOSOA	9 March 2021
IOZSOC	9 March 2021
IVVSOF	9 March 2021
NABSOD	9 March 2021
ORGSOA	9 March 2021
RIOSOC	9 March 2021
STWSOC	9 March 2021
VASSOA	9 March 2021
VASSOC	9 March 2021
VEUSOC	9 March 2021
VHYSOA	9 March 2021
VTSSOC	9 March 2021
WBCSOD	9 March 2021
WDSSOB	9 March 2021
AGLSOA	21 September 2021

ANZSOE	21 September 2021
BHPSOD	21 September 2021
CBASOE	21 September 2021
FMGSOD	21 September 2021
IEUSOA	21 September 2021
IEUSOB	21 September 2021
IOZSOF	21 September 2021
IVVSOH	21 September 2021
NABSOE	21 September 2021
RIOSOD	21 September 2021
STWSOD	21 September 2021
SYISOA	21 September 2021
VASSOF	21 September 2021
VEUSOG	21 September 2021
VTSSOE	21 September 2021
WBCSOE	21 September 2021
A20SOA	23 May 2022
A20SOB	23 May 2022
A20SOC	23 May 2022
A20SOD	23 May 2022
A20SOE	23 May 2022
A20SOF	23 May 2022
AGLSOB	23 May 2022
AGLSOC	23 May 2022
ANZSOF	23 May 2022
BHPSOE	23 May 2022
BHPSOF	23 May 2022
BHPSOG	23 May 2022
BHPSOH	23 May 2022
BXBSOB	23 May 2022
BXBSOC	23 May 2022
CBASOF	23 May 2022
CBASOG	23 May 2022
CBASOH	23 May 2022
CBASOI	23 May 2022
FMGSOE	23 May 2022
FMGSOF	23 May 2022
FMGSOG	23 May 2022
FMGSOH	23 May 2022
IEUSOC	23 May 2022
IEUSOD	23 May 2022
IEUSOE	23 May 2022
IEUSOF	23 May 2022
IEUSOG	23 May 2022
IEUSOH	23 May 2022
IOZSOG	23 May 2022

IOZSOH	23 May 2022
IOZSOI	23 May 2022
IOZSOJ	23 May 2022
IOZSOK	23 May 2022
IOZSOL	23 May 2022
IVVSOI	23 May 2022
IVVSOJ	23 May 2022
IVVSOK	23 May 2022
IVVSOL	23 May 2022
IVVSOM	23 May 2022
IVVSON	23 May 2022
MQGSOC	23 May 2022
MQGSOD	23 May 2022
MQGSOE	23 May 2022
MQGSOF	23 May 2022
NABSOF	23 May 2022
NABSOG	23 May 2022
NABSOH	23 May 2022
NABSOI	23 May 2022
RIOSOE	23 May 2022
RIOSOF	23 May 2022
TLSSOD	23 May 2022
TLSSOE	23 May 2022
TLSSOF	23 May 2022
TLSSOG	23 May 2022
VASSOG	23 May 2022
VASSOH	23 May 2022
VASSOI	23 May 2022
VASSOJ	23 May 2022
VASSOK	23 May 2022
VASSOL	23 May 2022
VEUSOH	23 May 2022
VEUSOI	23 May 2022
VEUSOJ	23 May 2022
VEUSOK	23 May 2022
VEUSOL	23 May 2022
VEUSOM	23 May 2022
VTSSOF	23 May 2022
VTSSOG	23 May 2022
VTSSOH	23 May 2022
VTSSOI	23 May 2022
VTSSOJ	23 May 2022
VTSSOK	23 May 2022
WBCSOF	23 May 2022
WBCSOG	23 May 2022
WBCSOH	23 May 2022

WBCSOI	23 May 2022
WDSSOC	23 May 2022
WDSSOD	23 May 2022
WDSSOE	23 May 2022
WDSSOF	23 May 2022
WESSOC	23 May 2022
WESSOD	23 May 2022
WESSOE	23 May 2022
WESSOF	23 May 2022
A20SOG	22 May 2023
ANZSOJ	22 May 2023
BOQSOB	22 May 2023
COLSOB	22 May 2023
CSLSOC	22 May 2023
CSLSOD	22 May 2023
IAASOA	22 May 2023
IAGSOA	22 May 2023
IEUSOI	22 May 2023
IOZSOM	22 May 2023
IOZSON	22 May 2023
IVVSOO	22 May 2023
MQGSOG	22 May 2023
NABSOJ	22 May 2023
ORGSOB	22 May 2023
QOZSOA	22 May 2023
QOZSOB	22 May 2023
QOZSOC	22 May 2023
RIOSOG	22 May 2023
SUNSOC	22 May 2023
TCLSOB	22 May 2023
VASSOM	22 May 2023
VASSON	22 May 2023
VEUSON	22 May 2023
VEUSOO	22 May 2023
VHYSOC	22 May 2023
VHYSOF	22 May 2023
VHYSOG	22 May 2023
VTSSOL	22 May 2023
VTSSOM	22 May 2023
WBCSOJ	22 May 2023
WDSSOG	22 May 2023
WOWSOC	22 May 2023