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 31, 2016

THE GOLDMAN SACHS GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	No. 001-14965	No. 13-4019460
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

200 West Street New York, New York	10282
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (212) 902-1000

N/A
(Former name or former address, if changed since last report)

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))

Item 8.01. Other Events.

The Goldman Sachs Group, Inc. (the "Company") has amended its indenture under which it issues senior debt securities from time to time. These amendments will apply only to debt securities issued on or after January 1, 2017. These amendments will, among other things:

- Provide that acceleration of the payment of principal will only be permitted for (i) specified payment defaults after a 30-day grace period and (ii) insolvency events;
- Confirm that transfers of the Company's assets substantially as an entirety to subsidiaries of the Company are permitted without restriction; and
- Provide that events of default and remedies, including acceleration rights, will continue to be determined on a series-by-series basis, but for this and other purposes, "series" means securities with the same CUSIP number.

These changes will only apply to any debt securities that were issued on or after January 1, 2017. For a description of these changes and related matters to consider when making an investment in the Company's debt securities, please refer to the Prospectus dated January 6, 2017.

The changes referenced above are set forth in the Fourth Supplemental Indenture dated December 31, 2016, between the Company and The Bank of New York Mellon, as Trustee, which amends and supplements the Senior Debt Indenture dated July 16, 2008, between the Company and the Trustee. A copy of the Fourth Supplemental Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K and the description above is qualified in its entirety by reference to the full text of Exhibit 4.1.

Item 9.01 Financial Statements and Exhibits.

Exhibits are filed herewith in connection with the offering by the Company of its Debt Securities, Warrants, Purchase Contracts, Units, Preferred Stock and Depositary Shares, from time to time pursuant to the Prospectus dated January 6, 2017, which forms a part of the Company's automatic shelf registration statement on Form S-3 (File No. 333-198735) (as amended, the "Registration Statement").

(d) Exhibits.

The following exhibits are incorporated by reference into the Registration Statement as exhibits thereto and are filed as part of this Current Report:

4.1 Fourth Supplemental Senior Debt Indenture, dated as of December 31, 2016, between The Goldman Sachs Group, Inc. and The Bank of New York Mellon, as Trustee.

8.1 Tax Opinion of Sullivan & Cromwell LLP.

8.2 Tax Opinion of Sidley Austin LLP.

23.1 Consent of Sullivan & Cromwell LLP (included as part of Exhibit 8.1).

23.2 Consent of Sidley Austin LLP (included as part of Exhibit 8.2).

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.

THE GOLDMAN SACHS GROUP, INC.
(Registrant)

Date: January 6, 2017

By: /s/ Kenneth L. Josselyn
Name: Kenneth L. Josselyn
Title: Assistant Secretary

Exhibit 4.1

FOURTH SUPPLEMENTAL SENIOR DEBT INDENTURE

BETWEEN

THE GOLDMAN SACHS GROUP, INC.

AND

THE BANK OF NEW YORK MELLON
Trustee

Dated as of December 31, 2016

SUPPLEMENTAL TO SENIOR DEBT INDENTURE
DATED JULY 16, 2008

THIS FOURTH SUPPLEMENTAL SENIOR DEBT INDENTURE ("Supplemental Indenture") is dated as of December 31, 2016 between THE GOLDMAN SACHS GROUP, INC., a Delaware corporation, as the Company, and THE BANK OF NEW YORK MELLON, as Trustee. All terms used in this Supplemental Indenture which are defined in the Senior Debt Indenture dated as of July 16, 2008 between said parties, as supplemented or amended prior to the date hereof (the "Original Indenture"), and are not otherwise defined in this Supplemental Indenture, shall have the meanings assigned to them in the Original Indenture.

W I T N E S S E T H :

WHEREAS, the Company and the Trustee are parties to the Original Indenture;

WHEREAS, Section 9.01(5) of the Original Indenture provides that, except as may otherwise be provided pursuant to Section 3.01 of the Original Indenture, for all or any specific Securities of any series, without the consent of the Holders of any Securities, the Company, when authorized by a Board Resolution, and the Trustee may enter into indentures supplemental to the Original Indenture to add to, change or eliminate any of the provisions of the Original Indenture in respect of all or any Securities of any series (and if such addition, change or elimination is to apply with respect to less than all Securities of any series, stating that it is expressly being made to apply solely with respect to such Securities within such series), provided that any such addition, change or elimination (A) shall neither (i) apply to any Security issued prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the Holder of any such Security with respect to such provision or (B) shall become effective only when there is no such Security Outstanding;

WHEREAS, the Company wishes to make certain changes relating to covenant breaches, events of default, remedies and permitted transfers, with the amendments applying only to Securities issued after the time this Supplemental Indenture is executed and not applying to, or modifying the rights of Holders of, any other Securities;

WHEREAS, the entry into this Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Original Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid indenture and agreement according to its terms have been done;

NOW, THEREFORE:

In consideration of the covenants and other provisions set forth in this Supplemental Indenture and the Original Indenture, the Company and the Trustee mutually covenant and agree with each other, and for the equal and proportionate benefit of the respective Holders of the applicable Securities from time to time, as follows:

ARTICLE 1

Amendment of Original Indenture

Section 1.01. *Applicability*. Except as otherwise may be provided pursuant to Section 3.01 of the Original Indenture with respect to any particular Security issued after the date hereof, Sections 1.02 through 1.04, inclusive, of this Supplemental Indenture shall apply to Securities issued after the execution of this Supplemental Indenture (including any such Securities of a series created before such execution) and shall not apply to, or modify the rights of Holders of, any Securities issued before such execution. Whether Securities have been issued after or before the execution of this Supplemental Indenture may be determined by the Company by reference to the time of either (i) the original issuance of such Securities or (ii) the original issuance of the series of which such Securities are a part pursuant to Section 3.01 of the Original Indenture, as the Company may determine. Any such determination by the Company may (but need not) be set forth in an Officers' Certificate or Supplemental Indenture establishing such Securities or series or in such other manner as the Company may determine. In the absence of any such determination, for purposes of this Section 1.01, a Security shall be deemed to be issued at the time of the original issuance of the Security pursuant to Section 3.01. The Trustee shall have no obligation to determine whether any Security has been issued after or before the execution of this Supplemental Indenture. The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any such determination made by the Company.

Section 1.02. *Events of Default; Remedies*

(a) The definition of "Events of Default" contained in Section 5.01 of the Original Indenture is hereby amended by deleting the existing Sections 5.01(2), 5.01(3) and 5.01(4) and replacing them with the following, and references in the Original Indenture to "Events of Default" shall mean Events of Default as such term is so amended:

"(2) default in the payment of the principal of or any premium on any Security of that series at its Maturity when such principal or any premium, as applicable, becomes due and payable, and continuance of such default for a period of 30 days; or

(3) [Intentionally omitted]

(4) [Intentionally omitted]"

(b) Section 5.01 of the Original Indenture is hereby amended by adding the following paragraph at the end of such Section:

"Solely for purposes of this Article Five, the term "series" shall be deemed to refer to Securities with the same CUSIP number."

Section 1.03. *Covenant Breaches.*

(a) Section 1.01 of the Original Indenture is hereby amended by adding the following definition immediately following the definition of "corporation":

""Covenant Breach" means, with respect to the Securities of any series:

(1) default in the deposit of any sinking fund payment, when and as due by the terms of a Security of that series; or

(2) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is specifically dealt with in Section 5.01 of this Indenture or which has expressly been included in this Indenture solely for the benefit of other Securities), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of such series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Covenant Breach" hereunder.

A Covenant Breach shall not be an Event of Default with respect to any Security, except to the extent otherwise specifically provided pursuant to Section 3.01 with respect to such Security."

(b) Section 1.01 of the Original Indenture is hereby amended by adding the following definition immediately following the definition of "maturity":

""Notice of Covenant Breach" has the meaning specified in the definition of "Covenant Breach" in this Section 1.01."

(c) The definition of "Notice of Default" contained in Section 1.01 of the Original Indenture is hereby deleted in its entirety.

(d) The first sentence of the sixth paragraph of Section 1.04 of the Original Indenture is hereby amended to read in its entirety as follows:

"The Trustee may set any day as a record date for the purpose of determining the Holders of Outstanding Securities of any series entitled to join in the giving or making of (i) any Notice of Covenant Breach, (ii) any declaration of acceleration referred to in Section 5.02, (iii) any request to institute proceedings referred to in Section 5.07(2) or (iv) any direction referred to in Section 5.12, in each case with respect to Securities of such series."

(e) The fourth paragraph of Section 2.03 of the Original Indenture is hereby amended to read in its entirety as follows:

“[*If applicable, insert* — The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants, Events of Default and Covenant Breaches with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.]”

(f) The seventh paragraph of Section 2.03 of the Original Indenture is hereby amended by adding the following sentence at the end of the paragraph:

“For the purpose of this paragraph, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default or Covenant Breach in respect of such Securities.”

(g) The eighth paragraph of Section 2.03 of the Original Indenture is hereby amended to read in its entirety as follows:

“As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default or Covenant Breach with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default or Covenant Breach, as applicable, as Trustee and offered the Trustee indemnity reasonably satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.”

(h) Section 3.01 of the Original Indenture is hereby amended by deleting the existing Clause (18) and replacing such Clause with the following:

"(18) any addition to, elimination of or other change in the covenants set forth in Article Ten or the definition of "Covenant Breach" set forth in Section 1.01, which applies to Securities of the series;".

(i) Clause (2)(B) of Section 3.05 of the Original Indenture is hereby amended to read in its entirety as follows:

"(B) there shall have occurred and be continuing an Event of Default or Covenant Breach with respect to such Global Security or".

(j) The first paragraph of Section 5.02 of the Original Indenture is hereby amended by adding the following sentence at the end of the paragraph.

"For the avoidance of doubt, except to the extent otherwise specifically provided pursuant to Section 3.01 with respect to a particular Security or Securities, neither the Trustee nor any Holders shall be entitled to accelerate the Maturity of any Security, nor shall the Maturity of any Security be otherwise accelerated, as a result of a Covenant Breach."

(k) The second paragraph of Section 5.03 of the Original Indenture is hereby amended to read in its entirety as follows:

"If an Event of Default or Covenant Breach with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy."

(l) Section 5.07 of the Original Indenture is hereby amended by deleting the existing Clauses (1) and (2) and replacing such Clauses with the following:

"(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default or Covenant Breach with respect to the Securities of that series;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities of that series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default or Covenant Breach, as applicable, in its own name as Trustee hereunder;".

(m) The first sentence of Section 5.11 of the Original Indenture is hereby amended to read in its entirety as follows:

"No delay or omission of the Trustee or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default or Covenant Breach shall impair any such right or remedy or constitute a waiver of any such Event of Default or Covenant Breach or an acquiescence therein."

(n) The second paragraph of Section 5.13 of the Original Indenture is hereby amended to read in its entirety as follows:

"Upon any such waiver, such default shall cease to exist, and any Event of Default or Covenant Breach arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon."

(o) The first paragraph of Section 6.02 of the Original Indenture is hereby amended to read in its entirety as follows:

"If a default occurs hereunder with respect to Securities of any series, the Trustee shall give the Holders of Securities of such series notice of such default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any default of the character specified in Clause (2) under the definition of "Covenant Breach" in Section 1.01 with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default or Covenant Breach with respect to Securities of such series."

(p) Section 6.03 of the Original Indenture is hereby amended by deleting the existing Clause (9) and replacing such Clause with the following:

"(9) the Trustee shall not be deemed to have notice of any default, Event of Default or Covenant Breach unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture;".

(q) Section 6.08 of the Original Indenture is hereby amended by adding the following sentence at the end of the paragraph:

"For the purpose of determining whether a conflicting interest exists within the meaning of the Trust Indenture Act, "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default or Covenant Breach."

(r) Section 8.01 of the Original Indenture is hereby amended by deleting the existing Clause (2) and replacing such Clause with the following:

"(2) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result of such transaction as having been incurred by the Company or such Subsidiary at the time of such transaction, no Event of Default or Covenant Breach, and no event which, after notice or lapse of time or both, would become an Event of Default or Covenant Breach, shall have happened and be continuing;".

(s) Section 10.04 of the Original Indenture is hereby amended to read in its entirety as follows:

"The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company ending after the date hereof, an Officers' Certificate, stating whether or not to the best knowledge of the signers thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default or Covenant Breach."

(t) The definition of "Covenant Defeasance" contained in Section 13.03 of the Original Indenture is hereby amended to read in its entirety as follows, and references in the Original Indenture to "Covenant Defeasance" shall mean Covenant Defeasance as such term is so amended:

"Upon the Company's exercise of its option (if any) to have this Section applied to any Securities or any series of Securities, as the case may be, (1) the Company shall be released from its obligations under Section 8.01(3) and Section 10.05, and any covenants provided pursuant to Section 3.01(18), 9.01(2) or 9.01(7) for the benefit of the Holders of such Securities and (2) the occurrence of any Covenant Breach (with respect to any of Section 8.01(3) and Section 10.05, and any such covenants provided pursuant to Section 3.01(18), 9.01(2) or 9.01(7)) or event specified

in Section 5.01(7) shall be deemed not to be or result in an Event of Default or Covenant Breach, in each case with respect to such Securities as provided in this Section on and after the date the conditions set forth in Section 13.04 are satisfied (hereinafter called "Covenant Defeasance"). For this purpose, such Covenant Defeasance means that, with respect to such Securities, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such specified Section (to the extent so specified in the case of a Covenant Breach), whether directly or indirectly by reason of any reference elsewhere herein to any such Section or by reason of any reference in any such Section to any other provision herein or in any other document, but the remainder of this Indenture and such Securities shall be unaffected thereby."

(u) Section 13.04 of the Original Indenture is hereby amended by deleting the existing Clause (5) and replacing such Clause with the following:

"(5) No event which is, or after notice or lapse of time or both would become, an Event of Default or Covenant Breach with respect to such Securities or any other Securities shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 5.01(5) and (6), at any time on or prior to the 90th day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 90th day)."

Section 1.04. *Permitted Transfers.*

(a) Section 8.01 of the Original Indenture is hereby amended by adding the following paragraph at the end of such Section:

"Notwithstanding the foregoing and for the avoidance of doubt, the Company may convey, transfer or lease its properties and assets substantially as an entirety, in one or more transactions, to one or more Persons, provided that the properties and assets of the Company and its Subsidiaries, taken together, are not conveyed, transferred or leased substantially as an entirety to one or more Persons that are not Subsidiaries of the Company."

ARTICLE 2

Miscellaneous Provisions

Section 2.01. *Other Terms of Indenture*. Except insofar as otherwise expressly provided in this Supplemental Indenture, all provisions, terms and conditions of the Original Indenture are in all respects ratified and confirmed and shall remain in full force and effect. To the extent set forth in Section 1.01 above, this Supplemental Indenture shall be a part of the Indenture.

Section 2.02. *Governing Law*. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 2.03. *Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 2.04. *The Trustee*. The recitals contained herein shall be taken as the statements of the Company and the Trustee does not assume any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Senior Debt Indenture to be duly executed, as of the day and year first above written.

THE GOLDMAN SACHS GROUP, INC.

By: /s/ Robin A. Vince
Name: Robin A. Vince
Title: Treasurer

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

Exhibit 8.1

[Letterhead of Sullivan & Cromwell LLP]

January 6, 2017

The Goldman Sachs Group, Inc.,
200 West Street,
New York, New York 10282.

Ladies and Gentlemen:

We refer to the Prospectus, dated the date hereof of The Goldman Sachs Group, Inc. (the "Company") relating to the offering from time to time of the Company's Debt Securities, Warrants, Purchase Contracts, Units, Preferred Stock, Depositary Shares and Common Stock (the "Securities"). The Prospectus referenced above forms a part of, and this opinion is filed as an exhibit to, the Registration Statement previously filed under the Securities Act of 1933 (the "Act") relating to the Securities (File No. 333-198735). As counsel to the Company, we hereby confirm to you that the discussion set forth under the heading "United States Taxation" in such Prospectus is our opinion, subject to the qualifications and limitations set forth therein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the heading "United States Taxation" in such Prospectus. In addition, if a prospectus supplement or a pricing supplement relating to the offer and sale of any particular Security is prepared and filed by the Company with the Securities and Exchange Commission on a future date and the prospectus supplement or pricing supplement, as applicable, contains our opinion and a reference to us, this consent shall apply to our opinion and the reference to us in substantially such form. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Sullivan & Cromwell LLP

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Exhibit 8.2

January 6, 2017

The Goldman Sachs Group, Inc.
200 West Street
New York, New York 10282

Ladies and Gentlemen:

As United States tax counsel to The Goldman Sachs Group, Inc. (the "Company") in connection with the registration under the Securities Act of 1933 of the Company's Debt Securities, Warrants, Purchase Contracts, Units, Preferred Stock and Depositary Shares (collectively, the "Securities"), pursuant to the Prospectus, dated the date hereof, of the Company, which forms a part of the Registration Statement of the Company to which this opinion is incorporated by reference as an exhibit (File No. 333-198735) (the "Registration Statement"), we hereby confirm to you that the discussion set forth under the heading "United States Taxation" therein is our opinion, subject to the qualifications and limitations set forth therein.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the "Commission") on the date hereof and its incorporation by reference into the Registration Statement and to the reference to us under the heading "United States Taxation" in the Prospectus. In addition, if a prospectus supplement or pricing supplement relating to the offer and sale of any particular Security is prepared and filed by the Company with the Commission on a future date and the prospectus supplement or pricing supplement contains our opinion and a reference to us, this consent shall apply to our opinion and the reference to us in substantially such form. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933.

Very truly yours,

/s/ Sidley Austin LLP

Sidley Austin (NY) LLP is a Delaware limited liability partnership doing business as Sidley Austin LLP and practicing in affiliation with other Sidley Austin partnerships.