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

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

Citigroup Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

6021
(Primary Standard Industrial Classification Code Number)

52-1568099
(I.R.S. Employer Identification Number)

399 Park Avenue
New York, NY 10043
(212) 559-1000
(Address, including zip code, and telephone number, including area code, of registrant’s principal executive offices)

Julie Bell Lindsay, Esq.
Assistant General Counsel-Finance
Citigroup Inc.
399 Park Avenue
New York, NY 10043
(212) 559-1000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
David Lopez, Esq.
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
(212) 225-2000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐
Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

<table>
<thead>
<tr>
<th>Title of each class of securities to be registered</th>
<th>Amount to be registered(1)</th>
<th>Proposed maximum offering price per share</th>
<th>Proposed maximum aggregate offering price(2),(3)</th>
<th>Amount of registration fee(4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, par value $0.01</td>
<td>1,607,692,308</td>
<td>$3.25</td>
<td>$3,011,795,500</td>
<td>$168,058.19</td>
</tr>
</tbody>
</table>
(1) Represents, together with the 4,384,615,385 shares previously registered on the Form S-4 filed on March 19, 2009, the maximum number of shares of the Registrant’s common stock, par value $0.01 per share, that may be issued in connection with the exchange offers (“Exchange Offers”) by the Registrant for its (a) depositary shares representing (i) 8.500% Non-Cumulative Preferred Stock, Series F (“Series F Preferred Stock”); (ii) 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E (“Series E Preferred Stock”); (iii) 8.125% Non-Cumulative Preferred Stock, Series AA (“Series AA Preferred Stock”); and (iv) 6.500% Non-Cumulative Convertible Preferred Stock, Series T (“Series T Preferred Stock”); and (b) (i) Citigroup Capital XXI 8.300% E-TRUPS®; (ii) Citigroup Capital XX 7.875% E-TRUPS®; (iii) Citigroup Capital XIX 7.250% E-TRUPS®; (iv) Citigroup Capital XIV 6.875% E-TRUPS®; (v) Citigroup Capital XV 6.500% E-TRUPS®; (vi) Citigroup Capital XVI 6.450% E-TRUPS®; (vii) Citigroup Capital XVII 6.350% E-TRUPS®; (viii) Citigroup Capital XVIII 6.829% E-TRUPS®; (ix) Citigroup Capital III 7.625% TruPS®; (x) Citigroup Capital VII 7.125% TruPS®; (xi) Citigroup Capital VII 6.930% TruPS®; (xii) Citigroup Capital X 6.100% TruPS®; (xiii) Citigroup Capital IX 6.000% TruPS®; and (xiv) Citigroup Capital XI 6.000% TruPS® (the securities described in clause (b), the “Trust Preferred Securities”).

This amount was calculated by assuming that Citigroup Inc. accepts for exchange all of the issued and outstanding shares of Series F Preferred Stock, Series AA Preferred Stock and Series E Preferred Stock, and that none of the Series T Preferred Stock is accepted for exchange. In addition, this amount was calculated assuming that Citigroup accepts for exchange the maximum number of Trust Preferred Securities it may purchase in the Exchange Offers, assuming each of the Exchange Offers relating to the Series F Preferred Stock, Series AA Preferred Stock and Series E Preferred Stock is fully subscribed.

(2) Represents, together with the $6,257,138,500 set forth on the Form S-4 filed on March 19, 2009, the proposed maximum aggregate offering price, in each case, estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(1), 457(f)(3) and 457(c) under the Securities Act of 1933, as amended. The $3,011,795,500 was calculated based on the market value of the (a) 8.300% E-TRUPS®; (b) 7.875% E-TRUPS®; (c) 7.250% E-TRUPS®; (d) 6.875% E-TRUPS®; (e) 6.500% E-TRUPS® and (f) the maximum of 6.450% E-TRUPS® that could be accepted for exchange, assuming that 100%, of the (i) Series F Preferred Stock, (ii) Series E Preferred Stock, (iii) Series AA Preferred Stock and (iv) all of the E-TRUPS® listed in the immediately preceding clauses (a)-(e) is accepted for exchange in the Exchange Offers. This calculation provides the maximum number of shares of Common Stock that could be issued in the Exchange Offers.

The 3,011,795,500 was calculated in accordance with Rule 457(c) under the Securities Act as follows:

a) the product of (1) $705.00, the average of the high and low prices per 8.300% E-TRUPS® on May 6, 2009 and (2) 255,000, the maximum number of 8.300% E-TRUPS® that could be purchased in the Exchange Offers, after taking into account the 3.2 million 8.300% E-TRUPS® previously reflected in the calculation of the registration fee on the Form S-4 filed on March 19, 2009;

b) the product of (1) $15.63, the average of the high and low prices per 7.875% E-TRUPS® on May 6, 2009 and (2) 31.5 million, the maximum number of 7.875% E-TRUPS® that could be purchased in the Exchange Offers;

c) the product of (1) $14.13, the average of the high and low prices per 7.250% E-TRUPS® on May 6, 2009 and (2) 49 million, the maximum number of 7.250% E-TRUPS® that could be purchased in the Exchange Offers;

d) the product of (1) $13.41, the average of the high and low prices per 6.875% E-TRUPS® on May 6, 2009 and (2) 22.6 million, the maximum number of 6.875% E-TRUPS® that could be purchased in the Exchange Offers;

e) the product of (1) $12.665, the average of the high and low prices per 6.50% E-TRUPS® on May 6, 2009 and (2) 47.4 million, the maximum number of 6.50% E-TRUPS® that could be purchased in the Exchange Offers; and

f) the product of (1) $12.545, the average of the high and low prices per 6.450% E-TRUPS® on May 6, 2009 and (2) 59.3 million, the maximum number of 6.450% E-TRUPS® that could be purchased in the Exchange Offers assuming that 100% of the (A) Series F Preferred Stock; (B) Series E Preferred Stock; (C) Series AA Preferred Stock; (D) 8.300% E-TRUPS®; (E) 7.875% E-TRUPS®; (F) 7.250% E-TRUPS®; (G) 6.875 E-TRUPS®; and (H) 6.500% E-TRUPS® are accepted for purchase in the Exchange Offers.

(4) Computed in accordance with Section 6(b) of the Securities Act of 1933, as amended, by multiplying .00005580 by the proposed maximum aggregate offering price. In connection with the Form S-4 filed on March 19, 2009, the registrant previously paid a filing fee of $349,148.33.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.
PROSPECTUS

SUBJECT TO COMPLETION, DATED MAY 13, 2009

CITIGROUP INC.

OFFERS TO EXCHANGE

Common Stock for any and all of the issued and outstanding Public Preferred Depositary Shares

and

OFFER TO EXCHANGE

Common Stock for a number of issued and outstanding Trust Preferred Securities with an aggregate liquidation amount equal to $20.5 billion, less the aggregate liquidation preference of all Public Preferred Depositary Shares accepted for exchange

Citicorp Inc. is offering to exchange, upon the terms and subject to the conditions set forth in this document and the applicable letter of transmittal (the “Public Preferred Depositary Exchange Offers”), any and all of the issued and outstanding depositary shares (“Public Preferred Depositary Shares”) representing a fraction of a share of the series of Citicorp’s Preferred Stock (the “Public Preferred Stock”) listed below for the number of newly issued shares of Citicorp’s common stock, par value $0.01 per share (the “Common Stock”), listed below.

CUSIP/ISIN
Issuer
Title of Securities

<table>
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<tr>
<th>CUSIP/ISIN</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Aggregate Liquidation Pref. Outstanding</th>
<th>Liquidation Pref. Per Trust Preferred Security</th>
<th>Exchange Factor (as a % of Liquidation Pref.)</th>
<th>No. of Shares of Common Stock Offered Per Public Preferred Depositary Share*</th>
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</thead>
<tbody>
<tr>
<td>172967556</td>
<td>8.50% Non-Cumulative Preferred Stock, Series F</td>
<td>$2,040,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<tr>
<td>172967ER8</td>
<td>8.40% Fixed Rate/Float Rate Non-Cumulative</td>
<td>$6,000,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769</td>
</tr>
<tr>
<td>172967572</td>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>$3,715,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>172967598</td>
<td>6.50% Non-Cumulative Convertible Preferred</td>
<td>$3,168,650,000</td>
<td>$50</td>
<td>85%</td>
<td>13.0769</td>
</tr>
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* Number of shares of Common Stock offered per Public Preferred Depositary Share calculated by multiplying (a) the liquidation preference per Public Preferred Depositary Share by (b) the exchange factor, and dividing this amount by $3.25, the price at which Citicorp is valuing the Common Stock to be issued in the Exchange Offers (as defined below).

Citicorp is also offering to exchange, upon the terms and subject to the conditions set forth in this document and in the applicable letter of transmittal (the “Trust Preferred Exchange Offer,” and together with the Public Preferred Depositary Exchange Offers, the “Exchange Offers”), a number of issued and outstanding Trust Preferred Securities (as defined below) with an aggregate liquidation amount equal to $20.5 billion, less the aggregate liquidation preference of all Public Preferred Depositary Shares accepted for exchange in the Public Preferred Depositary Exchange Offers, for newly issued shares of Common Stock, in accordance with the assigned Acceptance Priority Levels and subject to prorationing, each as described in this document. At a minimum, we are offering to exchange Trust Preferred Securities with an aggregate liquidation amount of up to approximately $5.6 billion, assuming each Public Preferred Depositary Exchange Offer is fully subscribed. The table below sets forth, among other things, the series of trust preferred securities that are the subject of the Trust Preferred Exchange Offer (the “Trust Preferred Securities,” and together with the Public Preferred Depositary Securities, the “Subject Securities”), the applicable Acceptance Priority Level (representing the order in which we will accept Trust Preferred Securities for exchange) and the number of shares of Common Stock that Citicorp is offering with respect to each Trust Preferred Security.

Acceptance Priority Level | CUSIP/ISIN | Title of Securities | Issuer | Aggregate Liquidation Amt. Outstanding | Liquidation Amt. Per Trust Preferred Security | Exchange Factor (as a % of Liquidation Amt.) | No. of Shares of Common Stock Offered Per Trust Preferred Security^1 |
<table>
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<tbody>
<tr>
<td>1</td>
<td>173094AA1</td>
<td>8.300% E-TRUPS®</td>
<td>Citigroup Capital XXI</td>
<td>$3,500,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769</td>
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<tr>
<td>2</td>
<td>173085200</td>
<td>7.875% E-TRUPS®</td>
<td>Citigroup Capital XX</td>
<td>$787,500,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<tr>
<td>3</td>
<td>17311U200</td>
<td>7.250% E-TRUPS®</td>
<td>Citigroup Capital XIX</td>
<td>$1,225,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>4</td>
<td>17309E200</td>
<td>6.875% E-TRUPS®</td>
<td>Citigroup Capital XIV</td>
<td>$565,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<td>5</td>
<td>17310G202</td>
<td>6.500% E-TRUPS®</td>
<td>Citigroup Capital XV</td>
<td>$1,185,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<td>6</td>
<td>17310L201</td>
<td>6.450% E-TRUPS®</td>
<td>Citigroup Capital XVI</td>
<td>$1,600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<td>7</td>
<td>17311H209</td>
<td>6.350% E-TRUPS®</td>
<td>Citigroup Capital XVII</td>
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<td>$25</td>
<td>95%</td>
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<tr>
<td>8</td>
<td>17309H473</td>
<td>6.250% E-TRUPS®</td>
<td>Citigroup Capital XVIII</td>
<td>£ 500,000,000</td>
<td>£1,000</td>
<td>95%</td>
<td>4.18.52615(2)</td>
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<td>9</td>
<td>17305HAA6</td>
<td>7.625% T-RUPS®</td>
<td>Citigroup Capital III</td>
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<td>$1,000</td>
<td>95%</td>
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<td>10</td>
<td>17308N203</td>
<td>7.125% T-RUPS®</td>
<td>Citigroup Capital VII</td>
<td>$1,150,000,000</td>
<td>$25</td>
<td>95%</td>
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<td>11</td>
<td>17306R204</td>
<td>6.950% T-RUPS®</td>
<td>Citigroup Capital VIII</td>
<td>$1,400,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<td>12</td>
<td>173064205</td>
<td>6.100% T-RUPS®</td>
<td>Citigroup Capital X</td>
<td>$500,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<tr>
<td>13</td>
<td>173066200</td>
<td>6.000% T-RUPS®</td>
<td>Citigroup Capital IX</td>
<td>$1,100,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
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<td>14</td>
<td>17307Q205</td>
<td>6.000% T-RUPS®</td>
<td>Citigroup Capital XI</td>
<td>$600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
</tbody>
</table>

^1 Number of shares of Common Stock offered per Trust Preferred Security calculated by multiplying (a) the liquidation amount per Trust Preferred Security by (b) the exchange factor, and dividing this amount by $3.25, the price at which Citicorp is valuing the Common Stock to be issued in the Exchange Offers.

^2 U.S. dollar equivalent value and number of shares for the 6.829% E-TRUPS® calculated based on the U.S. dollar/U.K. pound exchange rate of $1.4318, as reported by Bloomberg, on February 27, 2009, the date we announced the Exchange Offers.

Each Exchange Offer will expire at 5:00 p.m., New York City time, on [ ], 2009 (unless we extend such Exchange Offer).

In order validly tender your Subject Securities in the Exchange Offers, you must follow the instructions contained in the applicable letter of transmittal to take action in favor of certain proposals to be acted on by written consent of the holders of our Common Stock, and if you are tendering Public Preferred Depositary Shares, to make an appropriate certification or take action in favor of certain proposals to be acted on by written consent of the holders of the Public Preferred Depositary Shares.

The maximum number of shares of Common Stock that we are offering to issue in the Exchange Offers is 5,992,307,693, which we refer to as the “Aggregate Share Cap.”

Each Exchange Offer is subject to a number of conditions that must be satisfied, or waived by us, on or prior to the expiration date, including that: the United States government (the “USB”) and certain private holders of our preferred stock have exchanged preferred stock with an aggregate liquidation preference of $23 billion for newly issued securities of Citicorp; satisfaction of certain conditions to closing of the exchange with the USB; and that no event has occurred that in our reasonable judgment would materially impair the anticipated benefits to us of the Exchange Offers or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. None of the Exchange Offers is subject to any minimum tender condition, to completion of any other Exchange Offer or to receiving stockholder approval of the Amendments (as defined herein).

Our Common Stock trades on the New York Stock Exchange (the “NYSE”) under the symbol “C.”

You are encouraged to read and carefully consider this document in its entirety, in particular the risk factors beginning on page 31 of this document. Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of the Exchange Offers or of the securities to be issued in the Exchange Offers or determined if this document is truthful or complete. Any representation to the contrary is a criminal offense.

The Dealer Manager for the Exchange Offers is:

Citi

The date of this document is [ ], 2009
IMPORTANT

If you are a beneficial owner of Subject Securities that are held by or registered in the name of a bank, broker, custodian or other nominee, and you wish to participate in the Exchange Offers, you must promptly contact your bank, broker, custodian or other nominee to instruct it to tender your Subject Securities, to agree to the terms of the applicable letter of transmittal, including the Voting Trust Agreement (as defined below) described therein, and to give the Proxy Instructions (as defined below), Voting Instructions (as defined below) and/or Tender Certification (as defined below) set forth therein. You are urged to instruct your bank, broker, custodian or other nominee at least five business days prior to the expiration date in order to allow adequate processing time for your instruction.

We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC (or, in the case of the 6.829% E-TruPS®, Euroclear or Clearstream) prior to the expiration date. Tenders not received by BNY Mellon Shareowner Services (the “Exchange Agent”) on or prior to the expiration date will be disregarded and of no effect.

We are incorporating by reference into this document important business and financial information that is not included in or delivered with this document. This information is available without charge to security holders upon written or oral request. Requests should be directed to:

Citigroup Document Services
540 Crosspoint Parkway
Getzville, NY 14068
(716) 730-8055 (tel.)
(877) 936-2737 (toll free)

In order to ensure timely delivery of such documents, security holders must request this information no later than five business days before the date they must make their investment decision. Accordingly, any request for documents should be made by [ ], 2009 to ensure timely delivery of the documents prior to the expiration date of the Exchange Offers.

You should rely only on the information contained in or incorporated by reference into this document. We have not authorized anyone to provide you with information that is different. You should assume that the information contained or incorporated by reference in this document is accurate only as of the date of this document or as of the date of the document incorporated by reference, as applicable. We are not making an offer of these securities in any jurisdiction where such offer is not permitted.

Holders Located in the United Kingdom

This Prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of Directive 2003/71/EC that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”) or (ii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). This Prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.
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FORWARD-LOOKING STATEMENTS

This document and the information incorporated by reference in this document include forward-looking statements. These forward-looking statements are based on Citigroup’s management’s beliefs and assumptions and on information currently available to Citigroup’s management and involve external risks and uncertainties, including, but not limited to, those described under “Risk Factors” on page 31 and those described under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2008. Forward-looking statements include information concerning Citigroup’s possible or assumed future results of operations and statements preceded by, followed by or that include the words “believes,” “expects,” “anticipates,” “intends,” “plans,” “estimates” or similar expressions.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in these forward-looking statements. Factors that could cause actual results to differ from these forward-looking statements include, but are not limited to, those discussed elsewhere in this document and the documents incorporated by reference in this document. You should not put undue reliance on any forward-looking statements. Except as required by applicable law or regulation, Citigroup does not have any intention or obligation to update forward-looking statements after it distributes this document.

WHERE YOU CAN FIND MORE INFORMATION

Citigroup files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document Citigroup files at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. You can also request copies of the documents, upon payment of a duplicating fee, by writing the Public Reference Section of the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. These SEC filings are also available to the public from the SEC’s web site at http://www.sec.gov.

The SEC allows Citigroup to “incorporate by reference” the information it files with the SEC, which means that it can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this document. Information that Citigroup files later with the SEC will automatically update information in this document. In all cases, you should rely on the later information over different information included in this document. Citigroup incorporates by reference the documents or parts of documents listed below and any documents subsequently filed (but not documents that are furnished, unless expressly incorporated herein by a reference in such furnished document) with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (File No. 1-9924) on or after the date of this document and before the completion of the Exchange Offers:

(a) Annual Report on Form 10-K for the year ended December 31, 2008;

(b) Quarterly Report on Form 10-Q for the quarter ended March 31, 2009;

(c) Current Reports on Form 8-K filed on January 12, 2009, January 16, 2009 (three reports relating to (i) Citigroup realigning into two businesses, Citicorp and Citi Holdings, (ii) the loss sharing agreement for certain Citigroup assets previously announced between Citigroup and certain government entities and (iii) the entry with Morgan Stanley into a joint venture of its retail brokerage and futures business), January 21, 2009, January 23, 2009 (two reports), February 2, 2009, February 18, 2009 (two reports), February 27, 2009 (relating to these Exchange Offers and a related private exchange offer), March 2, 2009, March 11, 2009, March 19, 2009, March 20, 2009, April 17, 2009 (relating to these Exchange Offers), April 22, 2009, May 4, 2009 and May 11, 2009 (two reports); and

(d) the description of Citigroup’s Common Stock contained in its Current Report on Form 8-K filed on May 11, 2009.
You may request a copy of these filings, at no cost, by writing or telephoning Citigroup at the following address:

Citigroup Document Services
540 Crosspoint Parkway
Getzville, NY 14068
(716) 730-8055 (tel.)
(877) 936-2737 (toll free)

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QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFERS

The following are certain questions regarding the Exchange Offers that you may have as a holder of the Subject Securities and the answers to those questions. To fully understand the Exchange Offers and the considerations that may be important to your decision whether to participate, you should carefully read this document in its entirety, including the section entitled “Risk Factors,” as well as the information incorporated by reference in this document. For further information about us, see the section of this document entitled “Where You Can Find More Information.”

What are the key terms of the Public Preferred Depositary Exchange Offers?

• We are offering to exchange newly issued shares of Common Stock for any and all issued and outstanding Public Preferred Depositary Shares, without any prorationing.

• With respect to each Public Preferred Depositary Share, we are offering the number of shares of Common Stock set forth below:

<table>
<thead>
<tr>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Number of Shares of Common Stock Offered Per Preferred Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.500% Non-Cumulative Preferred Stock, Series F</td>
<td>7.30769</td>
</tr>
<tr>
<td>8.400% Fixed Rate/ Floating Rate Non-Cumulative Preferred Stock, Series E</td>
<td>292.30769*</td>
</tr>
<tr>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>7.30769</td>
</tr>
<tr>
<td>6.500% Non-Cumulative Convertible Preferred Stock, Series T</td>
<td>13.0769</td>
</tr>
</tbody>
</table>

* Number of shares of Common Stock offered per $1,000 liquidation preference.

• We are seeking approval of our stockholders (and holders of Public Preferred Depositary Shares) to modify certain terms of the Public Preferred Stock underlying the Public Preferred Depositary Shares and certain provisions of our restated certificate of incorporation, as amended (the “Certificate of Incorporation”). We are requiring holders of Public Preferred Depositary Shares that participate in the Public Preferred Depositary Exchange Offers to grant a Voting Instruction and a Proxy Instruction to approve such modifications or if they did not hold their Public Preferred Depositary Shares on [ ], 2009 (the “Preferred Stock Record Date”), to provide a Tender Certification to that effect. See “The Exchange Offers—Purpose and Background of the Transactions—The Amendments.”

• As previously announced, after the closing of the Exchange Offers, we will suspend dividends on our preferred stock, including the Public Preferred Stock, and we currently intend to seek to delist the Public Preferred Depositary Shares and, to the extent permitted by law, deregister the Public Preferred Stock and Public Preferred Depositary Shares.

See “The Exchange Offers—Terms of the Public Preferred Depositary Exchange Offers.”

What are the key terms of the Trust Preferred Exchange Offer?

• We are offering to exchange newly issued shares of Common Stock for a number of Trust Preferred Securities with an aggregate liquidation amount equal to $20.5 billion, less the aggregate liquidation preference of all Public Preferred Depositary Shares accepted for exchange in the Public Preferred Depositary Exchange Offers, provided that, if accepting such liquidation amount of Trust Preferred Securities for exchange would result in the number of shares of Common Stock issued in the Exchange Offers exceeding the Aggregate Share Cap, then the aggregate liquidation amount of Trust Preferred Securities that we will accept for exchange in the Trust Preferred Exchange Offers will be reduced to the maximum liquidation amount of Trust Preferred Securities that we could accept for exchange without exceeding the Aggregate Share Cap. We refer to this amount as the “Remaining Amount.” The “Aggregate Share Cap” is the maximum number of shares of Common Stock that we will issue in the Exchange Offers, which shall not exceed 5,992,307,693.
The liquidation amount of Trust Preferred Securities that we are offering to exchange is limited to the Remaining Amount. If we receive tenders of Trust Preferred Securities with an aggregate liquidation amount in excess of the Remaining Amount, we will not be able to accept for exchange all Trust Preferred Securities tendered in the Trust Preferred Exchange Offer and will accept Trust Preferred Securities for exchange only in the order of the Acceptance Priority Level that we have assigned to each series of Trust Preferred Securities and subject to prorationing (each as described below).

The Remaining Amount cannot be calculated until all of the Public Preferred Depositary Exchange Offers have been completed. As a result, at the time you tender your Trust Preferred Securities, you will not know the Remaining Amount or whether that amount will be sufficient to allow us to purchase any tendered Trust Preferred Securities in Acceptance Priority Levels 4 to 14. In any case, the Remaining Amount will be enough such that Citigroup is offering to exchange any and all issued and outstanding 8.300% E-TRUPS®, 7.875% E-TRUPS® and 7.250% E-TRUPS®, comprising Acceptance Priority Levels 1, 2 and 3, without prorationing. In the event that less than approximately $4.87 billion in aggregate liquidation preference of Public Preferred Depositary Shares are accepted for exchange, Citigroup will be able to accept for exchange any and all validly tendered Trust Preferred Securities in the Trust Preferred Exchange Offer. The Remaining Amount will be not less than approximately $5.6 billion, and will be higher in the event that less than all of the $14.92 billion aggregate liquidation preference of Public Preferred Depositary Shares is tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers.

The maximum amount of Trust Preferred Securities that could be accepted for exchange pursuant to the Trust Preferred Exchange Offer is approximately $15.63 billion in aggregate liquidation amount, assuming that no more than $4.87 billion in aggregate liquidation preference of Public Preferred Depositary Shares are validly tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers. The minimum amount of Trust Preferred Securities that could be accepted for exchange pursuant to the Trust Preferred Exchange Offer is approximately $5.6 billion in aggregate liquidation amount, assuming all Public Preferred Depositary Shares are validly tendered and accepted in the Public Preferred Depositary Exchange Offers.

With respect to each series of Trust Preferred Securities, the table below sets forth the applicable “Acceptance Priority Level” (representing the order in which we will accept each series of Trust Preferred Securities for exchange) and the number of shares of Common Stock that we are offering with respect to each Trust Preferred Security:

<table>
<thead>
<tr>
<th>Acceptance Priority Level</th>
<th>Trust Preferred Security (listed in order of Acceptance Priority Level)</th>
<th>Number of Shares of Common Stock Offered Per Trust Preferred Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8.300% E-TRUPS® issued by Citigroup Capital XXI ..........</td>
<td>292.30769*</td>
</tr>
<tr>
<td>2</td>
<td>7.875% E-TRUPS® issued by Citigroup Capital XX ...........</td>
<td>7.30769</td>
</tr>
<tr>
<td>3</td>
<td>7.250% E-TRUPS® issued by Citigroup Capital XIX ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>4</td>
<td>6.875% E-TRUPS® issued by Citigroup Capital XIV ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>5</td>
<td>6.500% E-TRUPS® issued by Citigroup Capital XV ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>6</td>
<td>6.450% E-TRUPS® issued by Citigroup Capital XVI ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>7</td>
<td>6.350% E-TRUPS® issued by Citigroup Capital XVII ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>8</td>
<td>6.829% E-TRUPS® issued by Citigroup Capital XVIII .........</td>
<td>418.52615*</td>
</tr>
<tr>
<td>9</td>
<td>7.625% E-TRUPS® issued by Citigroup Capital III ..........</td>
<td>292.30769*</td>
</tr>
<tr>
<td>10</td>
<td>7.125% E-TRUPS® issued by Citigroup Capital VII ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>11</td>
<td>6.950% E-TRUPS® issued by Citigroup Capital VIII ..........</td>
<td>7.30769</td>
</tr>
<tr>
<td>12</td>
<td>6.100% E-TRUPS® issued by Citigroup Capital X ............</td>
<td>7.30769</td>
</tr>
<tr>
<td>13</td>
<td>6.000% E-TRUPS® issued by Citigroup Capital IX ............</td>
<td>7.30769</td>
</tr>
<tr>
<td>14</td>
<td>6.000% E-TRUPS® issued by Citigroup Capital XI ............</td>
<td>7.30769</td>
</tr>
</tbody>
</table>

* Number of shares of Common Stock offered per $1,000 (or £1,000) liquidation amount.

You will not receive any consideration for accrued and unpaid distributions on your Trust Preferred Securities tendered and accepted in the Trust Preferred Exchange Offer.

We are not seeking approval of holders of the Trust Preferred Securities to modify the terms of any series of the Trust Preferred Securities. However, we are seeking approval of our stockholders to
modify certain provisions of our Certificate of Incorporation, and we are requiring holders of the Trust Preferred Securities that participate in the Trust Preferred Exchange Offer and will receive Common Stock in the Trust Preferred Exchange Offer to grant a Proxy Instruction to approve such modifications.

• We currently expect to continue making distributions on each series of our Trust Preferred Securities in accordance with their current terms.

See “The Exchange Offers—Terms of the Trust Preferred Exchange Offer.”

What are the key terms applicable to each of the Exchange Offers?

• Each Exchange Offer will expire at 5:00 p.m., New York City time on [ ], 2009, unless extended or earlier terminated by us.

• You may withdraw any Subject Securities that you previously tendered in any Exchange Offer on or prior to the expiration of that Exchange Offer. If you withdraw your Subject Securities, you will automatically revoke any Voting Instruction or Proxy Instruction that you gave when you delivered to us such withdrawn Subject Securities.

• Each Exchange Offer is subject to a number of conditions that must be satisfied, or waived by us, on or prior to the expiration date, including that the USG and certain private holders of our preferred stock have exchanged preferred stock with an aggregate liquidation preference of $23 billion for newly issued securities of Citigroup; the satisfaction of certain conditions to closing of the exchange with the USG; and that no event has occurred that in our reasonable judgment would materially impair the anticipated benefits to us of the Exchange Offers or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise), income, operations or prospects. None of the Exchange Offers is subject to any minimum tender condition or to completion of any other Exchange Offer. None of the Exchange Offers is subject to receiving approval of the stockholder proposals described more fully herein and in the enclosed proxy statement(s).

• On the settlement date for each Exchange Offer, in accordance with the instruction that you are required to give as part of your tender, any shares of Common Stock to be issued in respect of your Subject Securities will be issued to the Voting Trust (as defined below) for a period of one business day, after which the Voting Trustee (as defined below) will cause your shares of Common Stock to be delivered to you.

How do I participate in the Exchange Offers?

• If you hold your Subject Securities through a bank, broker or other nominee, in order to validly tender your Subject Securities in the applicable Exchange Offer, you must follow the instructions provided by your bank, broker, custodian or other nominee with regard to procedures for tendering your Subject Securities, in order to enable your bank, broker, custodian or other nominee to comply with the procedures described below. Beneficial owners are urged to appropriately instruct their bank, broker, custodian or other nominee at least five business days prior to the expiration date in order to allow adequate time processing time for their instruction.

• In order for a bank, broker, custodian or other nominee to validly tender your Subject Securities in the applicable Exchange Offer, such bank, broker, custodian or other nominee must deliver to the Exchange Agent an electronic message that will contain:

  o a Proxy Instruction to approve the Common Stock Amendments (as defined below);

  o for tenders of Public Preferred Depositary Shares, a Voting Instruction to approve the Public Preferred Stock Amendments (as defined below), or if you did not hold such Public Preferred Depositary Shares as of [ ], 2009, which is the Preferred Stock Record Date, a Tender Certification to that effect;
o your acknowledgement and agreement to, and agreement to be bound by, the terms of the applicable letter of transmittal (including the Voting Trust Agreement) and pursuant to which, you, among other things, irrevocably instruct the Exchange Agent to deliver the shares of Common Stock to be issued to it in respect of its Subject Securities to the Voting Trust; and

o a timely confirmation of book-entry transfer of your Subject Securities into the Exchange Agent’s account.

• Should you have any questions as to the procedures for tendering your Subject Securities and giving the Proxy Instructions or Voting Instructions required by the applicable letter of transmittal, please call your bank, broker, custodian or other nominee; or call the Information Agent, Morrow & Co., LLC, at 800-445-0102.

• We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC (or, in the case of the 6.829% E-TruPS®, Euroclear or Clearstream) prior to the expiration date. Tenders received by the Exchange Agent after the expiration date will be disregarded and of no effect.

See “The Exchange Offers—Procedures for Tendering Subject Securities.”

The Public Preferred Stock Amendments and the Common Stock Amendments are discussed under “The Exchange Offers—The Amendments.” For additional information on the Public Preferred Stock Amendments and the Common Stock Amendments, please refer to the Preferred Stock Proxy Statement (as defined below) and the Common Stock Proxy Statement (as defined below).
The following summary highlights selected information contained in this document. It may not contain all of the information that is important to you and is qualified in its entirety by the more detailed information included or incorporated by reference in this document. You should carefully consider the information contained in and incorporated by reference in this document, including the information set forth under the heading “Risk Factors” on page 31 in this document and the information set forth under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2008. References in this document to “Citigroup,” “Citi,” “our,” “we,” “us,” and similar terms, are references to Citigroup Inc.

The Company and the Trusts

Citigroup Inc. is a global diversified financial services holding company whose businesses provide a broad range of financial services to consumer and corporate customers. Citigroup has more than 200 million customer accounts and does business in more than 100 countries. As of March 31, 2009, Citigroup’s activities are conducted through the Global Cards, Consumer Banking, Institutional Clients Group, Global Wealth Management and Corporate/Other business segments. Its businesses conduct their activities across the North America, Europe, Middle East and Africa, Latin America and Asia regions. Citigroup’s principal subsidiaries are Citibank, N.A., Citigroup Global Markets Inc., Grupo Financiero Banamex, S.A. de C.V. and Nikko Citi Holdings Inc., each of which is a wholly owned, indirect subsidiary of Citigroup. Citigroup was incorporated in 1988 under the laws of the State of Delaware as a corporation with perpetual duration.

Each of the fourteen Citigroup Capital Trusts (the “Trusts”) that issued Trust Preferred Securities eligible to participate in the Trust Preferred Exchange Offer is a Delaware statutory trust. Citigroup is the sole stockholder of all the common securities of each of the Trusts. The sole asset and only source of funds to make payments on the Trust Preferred Securities of each Trust is junior subordinated indebtedness issued by Citigroup. To the extent that a Trust receives interest payments on the indebtedness, it is obligated to distribute those amounts to the holders of Trust Preferred Securities in the form of quarterly or semi-annual distributions. Citigroup has provided holders of Trust Preferred Securities a guarantee in support of each Trust’s obligation to make distributions on the Trust Preferred Securities, but only to the extent the Trust has funds available for distribution. In the event that a Trust does not receive interest payments on the indebtedness, whether because of a permitted deferral or otherwise, the Trust has no obligation to make distributions to holders of Trust Preferred Securities. We currently expect to continue making distributions on each series of Trust Preferred Securities in accordance with their current terms.

Citigroup’s principal executive office, and the principal place of business for each of the Trusts, is at 399 Park Avenue, New York, NY 10043, and the telephone number is (212) 559-1000.

Background to the Transactions

The Exchange Offers and USG/Private Holders Transactions

On February 27, 2009, we announced that we would exchange certain series of our preferred stock held by the USG and certain private holders (the “Private Holders”) for Interim Securities and Warrants (each as defined and described below under the “The Exchange Offers—Purpose and Background of the Transactions—Background to the Transactions”) and that we would commence the Exchange Offers. We refer to the exchanges with the USG, including the Federal Deposit Insurance Corporation (“FDIC”), and the Private Holders as the “USG/Private Holders Transactions.”

Citigroup is subject to risk-based capital ratio guidelines issued by the Federal Reserve Board (the “FRB”). One such ratio, Tier 1 Capital, is considered “core capital.” Tier 1 Capital is stated as a percentage of risk-weighted assets. To be “well capitalized” under FRB regulations, a financial institution must have a Tier 1 Capital of at least 6%.
In the past, Citigroup (and its regulators, including the FRB) have focused on Tier 1 Capital as a key measure of risk capital for financial institutions, and based on Citigroup’s Tier 1 Capital of 11.9% as of March 31, 2009, Citigroup has been very well capitalized. However, a view has recently developed that tangible common equity (“TCE”) and Tier 1 Common are important metrics for analyzing a financial institution’s financial condition and capital strength.

The primary purpose of the Exchange Offers and the USG/Private Holders Transactions is to make Citigroup a strongly capitalized bank on a TCE and Tier 1 Common basis. Depending on the level of participation in the Exchange Offers and completion of the USG/Private Holders Transactions, Citigroup’s TCE would increase by up to approximately $60 billion and Tier 1 Common would increase by up to approximately $64 billion as of March 31, 2009 on a pro forma basis as a result of the Exchange Offers and the USG/Private Holders Transactions.

We have executed definitive agreements with respect to the exchanges of preferred stock with the Private Holders, and we are currently working with the USG to finalize, as promptly as practicable, definitive documents with respect to the exchanges of preferred stock with the USG. See “The Exchange Offers—Purpose and Background of the Transactions—Background to the Transactions” for a more detailed description of the USG/Private Holders Transactions.

Amendments to the Trust Preferred Securities

Prior to the completion of the Exchange Offers, we intend to add provisions to the amended and restated declarations of trust of all series of our Trust Preferred Securities that will allow us to deliver any Trust Preferred Securities held by us, including any such securities accepted for exchange in the Trust Preferred Exchange Offer, to the applicable trustee for cancellation. In exchange, the applicable trustee will return to us a corresponding amount of underlying junior subordinated debt. The junior subordinated debt can then be presented by us to the applicable debt trustee for cancellation under the existing terms of the applicable indentures. We also intend to add provisions to the junior subordinated debt securities underlying each series of E-TRUPS® that would give us the option of selling depositary shares representing fractional interests in a share of common equivalent preferred stock in order to satisfy our obligations under the alternative payment mechanism feature of the E-TRUPS®. No approval of holders of Trust Preferred Securities is required or sought in connection with these amendments. There will be no other changes made to the current terms of the Trust Preferred Securities.

The Amendments

Together with this document, we have delivered to holders of our Public Preferred Depositary Shares two proxy statements, one relating to the Public Preferred Stock Amendments and another relating to the Common Stock Amendments and we have delivered to holders of the Trust Preferred Securities one proxy statement relating to the Common Stock Amendments.

Public Preferred Stock Amendments

We are seeking approval of the holders of our Public Preferred Depositary Shares and our Common Stock to amend our Certificate of Incorporation and the certificates of designation (each a “Certificate of Designation”) of each series of Public Preferred Stock as follows (the “Public Preferred Stock Amendments”):

- to eliminate the requirement that:
  - full dividends on all outstanding shares of the series of Public Preferred Stock must have been declared and paid or declared and set aside before we may pay any dividend on, make any distributions relating to, or redeem, purchase, acquire or make a liquidation payment relating to our common stock or any other securities junior to such series of Public Preferred Stock;
if dividends are not declared in full on any series of Public Preferred Stock, dividends with respect
to all series of stock ranking equally with such series of Public Preferred Stock will be declared on
a proportional basis, such that no series is paid a greater percentage of its stated dividend than any
other equally ranking series; and

• dividends on outstanding shares of preferred stock be paid or declared and set apart for payment,
before any dividends may be paid or declared and set apart for payment on any outstanding shares
of common stock (collectively, the “Dividend Blocker Amendment”);

• to eliminate, upon the delisting of a series of Public Preferred Depositary Shares, the right of holders of
Public Preferred Stock to elect two directors if dividends have not been paid for six quarterly dividend
periods (or, in the case of the Series E Public Preferred Stock, for three semi-annual dividend periods),
whether or not consecutive (the “Director Amendment”);

• to clarify that any shares of any series of Public Preferred Stock acquired by us may not be reissued by
us as part of such series, and will instead be restored to the status of authorized but unissued shares of
preferred stock without designation as to series (the “Retirement Amendment”); and

• to increase the number of authorized shares of preferred stock from 30 million to 2 billion (the
“Authorized Preferred Stock Increase”).

Pursuant to the Preferred Stock Proxy Statement, we are soliciting Voting Instructions from holders of the
Public Preferred Depositary Shares as of the close of business on [ ], 2009 (the “Preferred Stock Record
Date”).

In order to validly tender your Public Preferred Depositary Shares in the Exchange Offers, you must: (1) if
you were a record holder of your Public Preferred Depositary Shares as of the Preferred Stock Record Date, give
a voting instruction in the manner specified in the letter of transmittal with respect to such Public Preferred
Depositary Shares, instructing BONY, as depositary, to grant a proxy to execute a written consent in favor of
each of the Public Preferred Stock Amendments, or (2) if you were a beneficial owner of Public Preferred
Depositary Shares as of the Preferred Stock Record Date, contact your bank, broker, custodian or other nominee
promptly and instruct it to give to BONY, as depositary, a voting instruction in the manner specified in the letter
of transmittal with respect to such Public Preferred Depositary Shares, in favor of the Public Preferred Stock
Amendments (the instructions referred to in (1) and (2) above, the “Tendering Voting Instructions”).

If you were not a record or beneficial holder of your Public Preferred Depositary Shares as of the Preferred
Stock Record Date, you will not be required to grant a Tendering Voting Instruction with respect to such shares
in order to tender your shares in the Exchange Offers, but you will be required to certify that you were not a
holder of Public Preferred Depositary Shares as of the Preferred Stock Record Date and are not entitled to grant a
proxy with respect to such Public Preferred Depositary Shares (a “Tender Certification”).

If you do not wish to tender your Public Preferred Depositary Shares in the Exchange Offers, but you wish
to take action with respect to the Public Preferred Stock Amendments, you must: (1) if you were a record holder
of your Public Preferred Depositary Shares as of the Preferred Stock Record Date, give a voting instruction to
BONY using the detachable form provided in the letter of transmittal instructing BONY, as depositary, to
consent to, withhold consent on, or abstain on each Public Preferred Stock Amendment and discard the
remaining portions of the letter of transmittal, or (2) if you were a beneficial owner of Public Preferred
Depositary Shares as of the Preferred Stock Record Date, contact your bank, broker, custodian or other nominee
promptly and instruct it to give a voting instruction on your behalf to BONY, as depositary (the instructions
referred to in (1) and (2) above, the “Non-Tendering Voting Instructions” and, together with the Tendering
Voting Instructions, the “Voting Instructions”).
Under Delaware law and our Certificate of Incorporation, the affirmative written consent of holders, as of the close of business on the Preferred Stock Record Date, of (1) each of two-thirds of the Public Preferred Depositary Shares, voting together as a class, and a majority of the Common Stock, voting as a class, are required to approve each of the Dividend Blocker Amendment, the Director Amendment and the Retirement Amendment and (2) a majority of the Public Preferred Depositary Shares and the Fixed Rate Cumulative Perpetual Preferred Stock, Series G, Series H and Series I (the “USG Preferred Stock”), voting together as a class, and a majority of the Common Stock, voting as a class, are required to approve the Authorized Preferred Stock Increase. In addition, two-thirds of each series of the USG Preferred Stock is required to approve the amendment described in the third bullet of the Dividend Blocker Amendment.

When voting on the Dividend Blocker Amendment, the Retirement Amendment and the Authorized Preferred Stock Increase, the Public Preferred Stock votes by number of shares, with holders being entitled to one vote per share of Public Preferred Stock. When voting on the Director Amendment, the Public Preferred Stock votes by liquidation preference and each share of 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E (“Series E”), 8.500% Non-Cumulative Preferred Stock, Series F (“Series F”) and 8.125% Non-Cumulative Preferred Stock, Series AA (“Series AA”) Public Preferred Stock is entitled to 25,000 votes and each share of 6.500% Non-Cumulative Convertible Preferred Stock, Series T (“Series T”) Public Preferred Stock is entitled to 50,000 votes. Pursuant to depositary agreements entered into by the holders of the Public Preferred Depositary Shares and BONY, BONY will vote the shares of each series of Public Preferred Stock in accordance with the votes of the relevant series of Public Preferred Depositary Shares.

Each Series F, Series AA and Series T Public Preferred Depositary Share represents a 1/1,000th fractional interest in a share of Series F, Series AA or Series T Public Preferred Stock and each Series E Public Preferred Depositary Share represents a 1/25th fractional interest in a share of Series E Public Preferred Stock. Accordingly, when voting on the Dividend Blocker Amendment, the Retirement Amendment and the Authorized Preferred Stock Increase, the holder of each Series F, Series AA and Series T Public Preferred Depositary Share is entitled to 1/1,000th of a vote per Public Preferred Depositary Share held as of the Preferred Stock Record Date and the holder of each Series E Public Preferred Depositary Share is entitled to 1/25th of a vote per Series E Public Preferred Depositary Share held as of the Preferred Stock Record Date. When voting on the Director Amendment, the holder of each Series F and Series AA Public Preferred Depositary Share is entitled to 25 votes per Public Preferred Depositary Share held as of the Preferred Stock Record Date, the holder of each Series E Public Preferred Depositary Share is entitled to 1,000 votes per Public Preferred Depositary Share held as of the Preferred Stock Record Date, and the holder of each Series T Public Preferred Depositary Share is entitled to 50 votes per Public Preferred Depositary Share held as of the Preferred Stock Record Date. Fractional votes of each Public Preferred Depositary Share on each matter will be aggregated with the fractional votes of other Public Preferred Depositary Shares submitting the same Voting Instructions on that matter, and the Voting Trustee will grant or withhold written consents or abstain on each matter for the number of whole shares resulting from such aggregation in accordance with the instructions on the Voting Instruction.

For additional information on the Public Preferred Stock Amendments, please refer to the proxy statement on Schedule 14A filed by Citigroup on [ ], 2009, describing the Public Preferred Stock Amendments (the “Public Preferred Stock Proxy Statement”), which we delivered to holders of Public Preferred Depositary Shares together with this document.

Common Stock Amendments

In addition to the Public Preferred Stock Amendments, we are also seeking the approval of the holders of our Common Stock to amend our Certificate of Incorporation as follows (the “Common Stock Amendments,” and together with the Public Preferred Stock Amendments, the “Amendments”):

• increasing the number of authorized shares of Common Stock from 15 billion to [ ] (the “Authorized Share Increase”);
• (i) effecting a reverse stock split of our Common Stock at any time prior to June 30, 2010 at one of seven reverse split ratios, 1-for-2, 1-for-5, 1-for-10, 1-for-15, 1-for-20, 1-for-25 or 1-for-30, as determined by our board of directors in its sole discretion, and (ii) if and when the reverse stock split is effected, reducing the number of authorized shares of our Common Stock by the reverse stock split ratio determined by the board of directors (the “Reverse Stock Split”); and

• eliminating the voting rights of shares of Common Stock with respect to any amendment to the Certificate of Incorporation (including any Certificate of Designation related to any series of preferred stock) that relates solely to the terms of one or more outstanding series of preferred stock, if such series of preferred stock is entitled to vote, either separately or together as a class with the holders of one or more other such series, on such amendment (the “Preferred Stock Change”).

Pursuant to the Common Stock Proxy Statement, we are soliciting your Proxy Instructions in respect of the shares of Common Stock that you will receive if we accept your Public Preferred Depositary Shares or Trust Preferred Securities for exchange in the Exchange Offers.

We will not accept your Public Preferred Depositary Shares or Trust Preferred Securities for exchange unless you follow the procedures contained in the letter of transmittal related to the applicable Exchange Offer to instruct the Voting Trustee of the Voting Trust to grant a proxy to the individuals designated by Citigroup in the Voting Trust Agreement to execute a written consent to approve each of the Common Stock Amendments in respect of the Common Stock to be issued to you in the Exchange Offers (the “Proxy Instructions”). If we accept your Public Preferred Depositary Shares or Trust Preferred Securities for exchange in the Exchange Offers, your Proxy Instructions (and the proxy granted by the Voting Trustee) will become irrevocable, and you will not be able to change your instructions.

Approval of the Common Stock Amendments requires the affirmative written consent of a majority of the shares of our Common Stock outstanding at the close of business on the record date for the Common Stock Amendments, which will be the settlement date of the Exchange Offers.

By tendering your Public Preferred Depositary Shares or Trust Preferred Securities in the Exchange Offers in accordance with the applicable letter of transmittal, you irrevocably (i) agree and consent to all of the Common Stock Amendments, (ii) instruct BNY Mellon Trust of Delaware, as trustee (the “Voting Trustee”) of the Voting Trust established pursuant to the voting trust agreement, dated [ ], 2009 (the “Voting Trust Agreement”) to grant a proxy to execute a written consent in favor of the Common Stock Amendments, (iii) subject to and effective upon acceptance for exchange of your tendered Public Preferred Depositary Shares or Trust Preferred Securities, agree to the terms of the Voting Trust Agreement and (iv) acknowledge that by tendering your Public Preferred Depositary Shares or Trust Preferred Securities, you will become a party to the Voting Trust Agreement. The shares of Common Stock issued pursuant to the Exchange Offers will be delivered to the Voting Trust on the settlement date of the Exchange Offers to be held in trust. The Voting Trustee, pursuant to the terms of the Voting Trust Agreement, will execute and deliver a proxy in respect of such Common Stock to the individuals named in the Voting Trust Agreement to execute a written consent in favor of the Common Stock Amendments. The shares of Common Stock issued in exchange for your tendered Public Preferred Depositary Shares or Trust Preferred Securities will thereafter within one business day be released from the Voting Trust and will be distributed to you.

For additional information on the Common Stock Amendments, please refer to the proxy statement on Schedule 14A filed by Citigroup on [ ], 2009, describing the Common Stock Amendments (the “Common Stock Proxy Statement”), which we delivered to you together with this document.
Summary Terms of the Exchange Offers

We are offering to issue shares of our Common Stock in exchange for any and all issued and outstanding Public Preferred Depositary Shares, validly tendered and not validly withdrawn on or prior to the expiration date, upon the terms and subject to the conditions set forth in this document and in the applicable letter of transmittal (including, if any Public Preferred Depositary Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment).

Set forth below is a table that shows, with respect to each series of Public Preferred Depositary Shares, the aggregate liquidation preference outstanding, the liquidation preference per Public Preferred Depositary Share, the exchange factor and the number of shares of Common Stock offered per Public Preferred Depositary Share.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Aggregate Liquidation Pref. Outstanding</th>
<th>Liquidation Pref. Per Preferred Depositary Share</th>
<th>Exchange Factor (as a % of Liquidation Pref.)</th>
<th>No. of Shares of Common Stock Offered Per Public Preferred Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>172967556</td>
<td>8.500% Non-Cumulative Preferred Stock, Series F</td>
<td>$2,040,000,000</td>
<td>$ 25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>172967ER8</td>
<td>8.400% Fixed Rate/Float Rate Non-Cumulative Preferred Stock, Series E</td>
<td>$6,000,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769(2)</td>
</tr>
<tr>
<td>172967572</td>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>$3,715,000,000</td>
<td>$ 25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>172967598</td>
<td>6.500% Non-Cumulative Convertible Preferred Stock, Series T</td>
<td>$3,168,650,000</td>
<td>$ 50</td>
<td>85%</td>
<td>13.0769</td>
</tr>
</tbody>
</table>

(1) Number of shares of Common Stock offered per Public Preferred Depositary Share calculated by multiplying (a) the liquidation preference per Public Preferred Depositary Share by (b) the exchange factor, and dividing this amount by $3.25, the price at which Citigroup is valuing the Common Stock to be issued in the Exchange Offers.

(2) Number of shares of Common Stock offered per $1,000 liquidation preference.

See “The Exchange Offers—Terms of the Public Preferred Depositary Exchange Offers.”

If you hold your Public Preferred Depositary Shares through a bank, broker, custodian or other nominee, in order to validly tender your Subject Securities in the applicable Exchange Offer, you must follow the instructions provided by your bank, broker, custodian or other nominee with regard to procedures for tendering your Subject Securities, in order to enable your bank, broker, custodian or other nominee to comply with the procedures described below. Beneficial owners are urged to appropriately instruct their bank, broker, custodian or other nominee at least five business days prior to the expiration date in order to allow adequate time processing time for their instruction.

In order for a bank, broker, custodian or other nominee to validly tender your Public Preferred Depositary Shares in the applicable Exchange Offer, such bank, broker, custodian or other nominee must
deliver to the Exchange Agent an electronic message that will contain:

- a Proxy Instruction to approve the Common Stock Amendments;
- a Voting Instruction to approve the Public Preferred Stock Amendments, or if you did not hold such Public Preferred Depositary Shares as of [ ], 2009, which is the Preferred Stock Record Date, a Tender Certification to that effect;
- your acknowledgement and agreement to, and agreement to be bound by, the terms of the applicable letter of transmittal (including the Voting Trust Agreement) and pursuant to which you, among other things, irrevocably instructs the Exchange Agent to deliver the shares of Common Stock to be issued to you in respect of your Public Preferred Depositary Shares to the Voting Trust; and
- a timely confirmation of book-entry transfer of your Public Preferred Depositary Shares into the Exchange Agent’s account.

We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC prior to the expiration date. Tenders received by the Exchange Agent after the expiration date will be disregarded and of no effect.

Should you have any questions as to the procedures for tendering your Public Preferred Depositary Shares and giving the Proxy Instructions or Voting Instructions required by the applicable letter of transmittal, please call your bank, broker, custodian or other nominee; or call our Information Agent, Morrow & Co., LLC, at 800-445-0102.

See “The Exchange Offers—Procedures for Tendering Subject Securities.”

For additional information on the Public Preferred Stock Amendments and the Common Stock Amendments, please refer to the Preferred Stock Proxy Statement and the Common Stock Proxy Statement delivered to you together with this document.

Each Public Preferred Depositary Exchange Offer is for any and all Public Preferred Depositary Shares of the applicable series and therefore has not been assigned an Acceptance Priority Level and will not be subject to prorationing.

Concurrently with the Public Preferred Depositary Exchange Offers, we are also offering to issue shares of our Common Stock in exchange for a number of issued and outstanding Trust Preferred Securities with an aggregate liquidation amount equal to $20.5
billion, less the aggregate liquidation preference of all Public Preferred Depositary Shares accepted for exchange in the Public Preferred Depositary Exchange Offers, provided that, if accepting such liquidation amount of Trust Preferred Securities for exchange would result in the number of shares of Common Stock issued in the Exchange Offers exceeding the Aggregate Share Cap, then the aggregate liquidation amount of Trust Preferred Securities that we will accept for exchange in the Trust Preferred Exchange Offer will be reduced to the maximum liquidation amount of Trust Preferred Securities that we could accept for exchange without exceeding the Aggregate Share Cap. We refer to this amount as the “Remaining Amount.” The Aggregate Share Cap is the maximum number of shares of Common Stock that we will issue in the Exchange Offers, which shall not exceed 5,992,307,693 shares.

The Remaining Amount cannot be calculated until all of the Public Preferred Depositary Exchange Offers have been completed. As a result, you will not know the Remaining Amount, or whether we will accept your Trust Preferred Securities for exchange if you tender Trust Preferred Securities within Acceptance Priority Levels 4-14, at the time that you tender your Trust Preferred Securities. In any event, the Remaining Amount will be enough such that Citigroup is offering to exchange any and all issued and outstanding 8.300% E-TruPS®, 7.875% E-TruPS® and 7.250% E-TruPS®, comprising Acceptance Priority Levels 1, 2 and 3, without prorationing. In the event that less than approximately $4.87 billion in aggregate liquidation preference of Public Preferred Depositary Shares are accepted for exchange, Citigroup will be able to accept for exchange any and all validly tendered Trust Preferred Securities in the Trust Preferred Exchange Offer.

The maximum amount of Trust Preferred Securities that could be exchanged pursuant to the Trust Preferred Exchange Offer is approximately $15.63 billion in aggregate liquidation amount, assuming that no more than $4.87 billion aggregate liquidation preference of Public Preferred Depositary Shares are validly tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers. The minimum amount of Trust Preferred Securities that could be accepted for exchange pursuant to the Trust Preferred Exchange Offer is approximately $5.6 billion in aggregate liquidation amount, assuming all Public Preferred Depositary Shares are validly tendered and accepted in the Public Preferred Depositary Exchange Offers.

Upon the terms and subject to the conditions set forth in this document and in the applicable letter of transmittal (including, if the Trust Preferred Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for exchange all Trust Preferred Securities that are validly tendered and not validly withdrawn on or prior to the expiration date, in
accordance with the assigned Acceptance Priority Level and subject to prorating, each as described below.

We will initially accept all validly tendered Trust Preferred Securities within Acceptance Priority Levels 1 through 3. The Remaining Amount will then be reduced by the liquidation amount of Trust Preferred Securities so accepted (the “Adjusted Remaining Amount”). If the Adjusted Remaining Amount is greater than zero, we will accept tendered Trust Preferred Securities within the next sequential Acceptance Priority Level, but only in an aggregate liquidation amount that is equal to or less than the Adjusted Remaining Amount. We will continue sequentially through each Acceptance Priority Level, each time reducing the Adjusted Remaining Amount by the aggregate liquidation amount of Trust Preferred Securities accepted, until we are unable to exchange all tendered Trust Preferred Securities within an Acceptance Priority Level without exceeding the Adjusted Remaining Amount. If we are unable to accept for exchange all tendered Trust Preferred Securities within an Acceptance Priority Level, then we will accept for exchange only a pro rata portion of the Trust Preferred Securities within that Acceptance Priority Level. We will not accept any additional Trust Preferred Securities after the Adjusted Remaining Amount equals zero.

In the event that prorating of a series of Trust Preferred Securities is required, we will determine the final prorationing factor promptly after the expiration date and will announce the results of prorating by press release. In applying the prorationing factor, we will multiply the amount of each tender by the prorationing factor and round the resultant amount down to the nearest authorized denomination for the applicable series of Trust Preferred Securities. You may also obtain this information from the Information Agent or the Dealer Manager after we have made the determination. In the event that any of your Trust Preferred Securities are not accepted for exchange due to prorating, we will promptly return these Trust Preferred Securities to you.

Set forth below is a table that shows, with respect to each series of Trust Preferred Securities, the issuer, Acceptance Priority Level, aggregate liquidation amount outstanding, liquidation amount per Trust Preferred Security, the exchange factor and the number of shares of Common Stock being offered per Trust Preferred Security.

You will not receive any consideration for accrued and unpaid distributions on your Trust Preferred Securities tendered and accepted in the Trust Preferred Exchange Offer. For additional information on how we calculated the number of shares of Common Stock offered per Trust Preferred Security, see “The Exchange Offers—Terms of the Trust Preferred Exchange Offer.”
<table>
<thead>
<tr>
<th>Acceptance Priority Level</th>
<th>CUSIP/ISIN</th>
<th>Title of Securities</th>
<th>Issuer</th>
<th>Aggregate Liquidation Amt.</th>
<th>Liquidation Amt. Per Trust Preferred Security</th>
<th>Exchange Factor (as a % of Liquidation Amt.)</th>
<th>No. of Shares of Common Stock Offered Per Trust Preferred Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 . . . . .</td>
<td>173094AA1</td>
<td>8.300% E-TruPS®</td>
<td>Citigroup Capital XXI</td>
<td>$3,500,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769</td>
</tr>
<tr>
<td>2 . . . . .</td>
<td>173085200</td>
<td>7.875% E-TruPS®</td>
<td>Citigroup Capital XX</td>
<td>$787,500,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>3 . . . . .</td>
<td>173111U200</td>
<td>7.250% E-TruPS®</td>
<td>Citigroup Capital XIX</td>
<td>$1,225,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>4 . . . . .</td>
<td>17309E200</td>
<td>6.875% E-TruPS®</td>
<td>Citigroup Capital XIV</td>
<td>$565,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>5 . . . . .</td>
<td>17310G202</td>
<td>6.500% E-TruPS®</td>
<td>Citigroup Capital XV</td>
<td>$1,185,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>6 . . . . .</td>
<td>17310L201</td>
<td>6.450% E-TruPS®</td>
<td>Citigroup Capital XVI</td>
<td>$1,600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>7 . . . . .</td>
<td>17311H209</td>
<td>6.350% E-TruPS®</td>
<td>Citigroup Capital XVII</td>
<td>$1,100,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>8 . . . . .</td>
<td>XS03067111473</td>
<td>6.829% E-TruPS®</td>
<td>Citigroup Capital XVIII</td>
<td>£500,000,000</td>
<td>£1,000</td>
<td>95%</td>
<td>418.52615(2)(3)</td>
</tr>
<tr>
<td>9 . . . . .</td>
<td>17305HAA6</td>
<td>7.625% TruPS®</td>
<td>Citigroup Capital III</td>
<td>$200,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769</td>
</tr>
<tr>
<td>10 . . . .</td>
<td>17306N203</td>
<td>7.125% TruPS®</td>
<td>Citigroup Capital VII</td>
<td>$1,150,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>11 . . . .</td>
<td>17306R204</td>
<td>6.950% TruPS®</td>
<td>Citigroup Capital VIII</td>
<td>$1,400,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>12 . . . .</td>
<td>173064205</td>
<td>6.100% TruPS®</td>
<td>Citigroup Capital X</td>
<td>$500,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>13 . . . .</td>
<td>173066200</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital IX</td>
<td>$1,100,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>14 . . . .</td>
<td>17307Q205</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital XI</td>
<td>$600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
</tbody>
</table>

(1) Number of shares of Common Stock offered per Trust Preferred Security calculated by multiplying (a) the liquidation amount per Trust Preferred Security by (b) the exchange factor, and dividing this amount by $3.25, the price at which Citigroup is valuing the Common Stock to be issued in the Exchange Offers.

(2) U.S. dollar equivalent value and number of shares for the 6.829% E-TruPS® calculated based on the U.S. dollar/U.K. pound exchange rate of 1.4318, as reported by Bloomberg on February 27, 2009, the date we announced the Exchange Offers.

(3) Number of shares of Common Stock offered per $1,000 (or £1,000) liquidation amount.

If you hold your Trust Preferred Securities through a bank, broker, custodian or other nominee, in order to validly tender your Trust Preferred Securities in the Trust Preferred Exchange Offer, you must follow the instructions provided by your bank, broker, custodian or other nominee with regard to procedures for tendering your Trust Preferred Securities, in order to enable your bank, broker, custodian or other nominee to comply with the procedures described below. Beneficial owners are urged to appropriately instruct their bank, broker, custodian or other nominee at least five business days prior to the expiration date in order to allow adequate time processing time for their instruction.

In order for your bank, broker, custodian or other nominee to validly tender your Trust Preferred Securities in the Trust Preferred Exchange Offer, such bank, broker, custodian or other nominee must deliver to the Exchange Agent an electronic message that will contain:

- a Proxy Instruction to approve the Common Stock Amendments;
- your acknowledgement and agreement to, and agreement to be bound by, the terms of the applicable letter of transmittal (including the Voting Trust Agreement) and pursuant to which you, among other things, irrevocably instructs the Exchange Agent to deliver the shares of Common Stock to be issued to you in respect of your Public Preferred Depositary Shares to the Voting Trust; and
- a timely confirmation of book-entry transfer of your Trust Preferred Securities into the Exchange Agent’s account.
We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC (or, in the case of the 6.829% E-TRUPS®, Euroclear or Clearstream) prior to the expiration date. Tenders received by the Exchange Agent after the expiration date will be disregarded and of no effect.

Should you have any questions as to the procedures for tendering your Trust Preferred Securities and giving the Proxy Instructions or Voting Instructions required by the applicable letter of transmittal, please call your bank, broker, custodian or other nominee; or call our Information Agent, Morrow & Co., LLC, at 800-445-0102.

For additional information on the Common Stock Proposals, please refer to the Common Stock Proxy Statement delivered to you together with this document.

Purpose of the Exchange Offers

The purpose of the Exchange Offers is to optimize our capital structure and to increase our TCE.

Securities Issuable in the Exchange Offers and USG/Private Holders Transactions

The following table shows the type and aggregate number of securities that could be issued in connection with the Exchange Offers and the USG/Private Holders Transactions.

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Security</th>
<th>Number of Securities Issuable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Offers*</td>
<td>Common Stock</td>
<td>5,894,810,769</td>
</tr>
<tr>
<td>USG/Private Holders Transaction (assuming Authorized Share Increase is approved)</td>
<td>Common Stock</td>
<td>11,538,461,538</td>
</tr>
<tr>
<td>USG/Private Holders Transaction (assuming Authorized Share Increase is not approved and Warrant is exercised in full)</td>
<td>Interim Securities**, Common Stock***</td>
<td>11,538,790,000,000</td>
</tr>
</tbody>
</table>

* Assuming 100% participation in the Exchange Offers and conversion of 100% of all Public Preferred Depositary Shares and approximately $5.6 billion liquidation amount of Trust Preferred Securities.

** Each Interim Security will be automatically converted into 1,000,000 shares of Common Stock upon stockholder approval of the Authorized Share Increase.

*** Exercise of Warrants may be limited by the amount of authorized Common Stock available for issuance under our Certificate of Incorporation.

See “The Exchange Offers—Securities Issuable in the Exchange Offers and USG/Private Holders Transactions” for additional information regarding the number of shares of Common Stock issuable in the Exchange Offers and USG/Private Holders Transactions.

Expiration Date

Each Exchange Offer will expire at 5:00 p.m., New York City time, on [_______], 2009, unless such Exchange Offer is extended or earlier terminated by us. The term “expiration date” means such date and time or, if an Exchange Offer is extended, the latest date and time to which such Exchange Offer is so extended.
| Fractional Shares | No fractional shares of our Common Stock will be issued in the Exchange Offers. Instead, we will aggregate and sell any fractional shares that would have otherwise been issuable and promptly pay to you a proportional amount of the net proceeds of these sales (less customary brokerage fees, other expenses and applicable withholding taxes). |
| Settlement Date | The settlement date with respect to any Exchange Offer will be a date promptly following the expiration date. On the settlement date, we will deliver Common Stock to be issued in respect of Subject Securities to the Voting Trust for a period of one business day, in accordance with the terms of the Voting Trust Agreement. The Voting Trustee will subsequently cause the shares to be delivered to DTC for allocation to tendering holders. |
| Withdrawal Rights | You may withdraw previously tendered Subject Securities at any time before the expiration date of the relevant Exchange Offer. In addition, you may withdraw any Subject Securities that you tender that are not accepted by us for exchange after the expiration of 40 business days after the commencement of the relevant Exchange Offer. If you withdraw your Subject Securities, you will automatically revoke any Proxy Instruction or Voting Instruction that you gave with respect to such withdrawn Subject Securities. See “The Exchange Offers—Withdrawal of Tenders.” |
| Conditions to the Exchange Offers | Each Exchange Offer is subject to a number of conditions that must be satisfied, or waived by us, on or prior to the expiration date, including that the USG and the Private Holders have exchanged preferred stock with an aggregate liquidation preference of $23 billion for newly issued securities of Citigroup, the satisfaction of certain conditions to closing of the exchange with the USG and that no event has occurred that in our reasonable judgment would materially impair the anticipated benefits to us of the Exchange Offers or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise), income, operations or prospects. None of the Exchange Offers is subject to any minimum tender condition or to completion of any other Exchange Offer. None of the Exchange Offers is subject to receiving stockholder approval of any Preferred Stock Proposals or Common Stock Proposals. See “The Exchange Offers—Conditions of the Exchange Offers.” |
| United States Federal Income Tax Considerations | The exchange of Subject Securities for our Common Stock pursuant to the Exchange Offers will be treated as a recapitalization for U.S. federal income tax purposes. Therefore, except with respect to any cash received in lieu of fractional shares, accrued but unpaid interest on the Trust Preferred Securities and foreign currency gain or loss realized on the Sterling-denominated 6.829% E-TruPS®, no gain or loss would be recognized. For the treatment of any cash received in lieu of fractional shares, please see “The Exchange Offers—After-Closing Tax Considerations.” |
Consequences of Failure to Exchange Subject Securities

Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers will remain outstanding after consummation of the Public Preferred Depositary Exchange Offers. As previously announced, after the closing of the Exchange Offers, we will suspend dividends on the Public Preferred Stock underlying the Public Preferred Depositary Shares. We intend to delist any remaining Public Preferred Depositary Shares from trading on the New York Stock Exchange (other than the Series E Public Preferred Depositary Shares which are not listed on any securities exchange) and, to the extent permitted by law, we intend to deregister any such remaining securities. The reduction in the number of shares available for trading, the suspension of dividends on the underlying Public Preferred Stock and, if approval of the Public Preferred Stock Amendments is obtained, the Public Preferred Stock Amendments may have a significant and adverse effect on the liquidity of any trading market for, and the price of, Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers and may result in the Public Preferred Depositary Shares being illiquid for an indefinite period of time.

Trust Preferred Securities not exchanged in the Trust Preferred Exchange Offer will remain outstanding after consummation of the Trust Preferred Exchange Offer. As previously announced, we currently expect to continue making distributions on our Trust Preferred Securities in accordance with their current terms. We currently intend to deliver any Trust Preferred Securities accepted for exchange in the Trust Preferred Exchange Offer to the applicable trustee for cancellation. As a result, the number of Trust Preferred Securities of any series available for trading may be substantially reduced, and this may have a significant and adverse effect on the liquidity of any trading market for, and the price of, the Trust Preferred Securities of that series not exchanged in the Trust Preferred Exchange Offer and may result in the Trust Preferred Securities of that series being illiquid for an indefinite period of time.

Market Trading

Our Common Stock is traded on the New York Stock Exchange under the symbol “C.” The last reported closing price of our Common Stock on May 12, 2009, the last trading day prior to the date of this document, was $3.66 per share. We will file an application with the NYSE to list the shares of Common Stock to be issued in the Exchange Offers. The Public Preferred Depositary Shares and Trust Preferred Securities are traded on the New York Stock Exchange, with the exception of the Series E Public Preferred Depositary Shares and the 8.300% E-TruPS® issued by Citigroup Capital XXI, which are not listed for trading on any securities exchange.
<table>
<thead>
<tr>
<th>Brokerage Commissions</th>
<th>No brokerage commissions are payable by the holders of the Subject Securities to the Dealer Manager, the Exchange Agent, the Information Agent or us.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soliciting Dealer Fee</td>
<td>With respect to any tender of a series of Subject Securities, we will pay the relevant soliciting dealer a fee of 0.50% of the liquidation preference or liquidation amount accepted for exchange; provided that such fee will only be paid with respect to tenders by a beneficial owner of a series of Subject Securities having an aggregate liquidation preference or liquidation amount of $250,000 or less (or £250,000 or less with respect to the 6.829% E-TRUPS®). See “The Exchange Offers—Soliciting Dealer Fee.”</td>
</tr>
<tr>
<td>Use of Proceeds</td>
<td>We will not receive any cash proceeds from the tender of Subject Securities in the Exchange Offers.</td>
</tr>
<tr>
<td>No Appraisal Rights</td>
<td>Holders of Subject Securities have no appraisal rights in connection with the Exchange Offers.</td>
</tr>
<tr>
<td>Dealer Manager</td>
<td>Citigroup Global Markets Inc.</td>
</tr>
<tr>
<td>Information Agent</td>
<td>Morrow &amp; Co., LLC</td>
</tr>
<tr>
<td>Exchange Agent</td>
<td>BNY Mellon Shareowner Services</td>
</tr>
<tr>
<td>Further Information</td>
<td>If you have questions about the terms of any of the Exchange Offers, please contact the Dealer Manager or the Information Agent. If you have questions regarding the procedures for tendering your Subject Securities, please contact the Information Agent. The contact information for the Dealer Manager, Information Agent and the Exchange Agent are set forth on the back cover page of this document.</td>
</tr>
</tbody>
</table>

As required by the Securities Act of 1933, as amended, Citigroup filed a registration statement (No. 333-158100) relating to the Exchange Offers with the Securities and Exchange Commission. This document is a part of that registration statement, which includes additional information.

See also “Where You Can Find More Information.”
## SELECTED FINANCIAL DATA

### FIVE-YEAR SUMMARY OF SELECTED FINANCIAL DATA  
**Citigroup Inc. and Subsidiaries**

<table>
<thead>
<tr>
<th>In millions of dollars, except per share amounts and ratios</th>
<th>2008(1)</th>
<th>2007</th>
<th>2006</th>
<th>2005</th>
<th>2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues, net of interest expense</td>
<td>$52,793</td>
<td>$78,495</td>
<td>$86,327</td>
<td>$80,077</td>
<td>$76,223</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>71,134</td>
<td>59,802</td>
<td>50,301</td>
<td>43,549</td>
<td>48,149</td>
</tr>
<tr>
<td>Provisions for credit losses and for benefits and claims</td>
<td>34,714</td>
<td>17,917</td>
<td>7,537</td>
<td>7,971</td>
<td>6,658</td>
</tr>
<tr>
<td>Income (loss) from continuing operations before taxes, minority interest, and cumulative effect of accounting change</td>
<td>$(53,055)</td>
<td>$776</td>
<td>$28,489</td>
<td>$28,557</td>
<td>$21,416</td>
</tr>
<tr>
<td>Provision (benefits) for income taxes</td>
<td>(20,612)</td>
<td>(2,498)</td>
<td>7,749</td>
<td>8,787</td>
<td>6,130</td>
</tr>
<tr>
<td>Minority interest, net of taxes</td>
<td>(349)</td>
<td>285</td>
<td>289</td>
<td>549</td>
<td>218</td>
</tr>
<tr>
<td>Income (loss) from continuing operations before cumulative effect of accounting change</td>
<td>$(32,094)</td>
<td>2,989</td>
<td>20,451</td>
<td>19,221</td>
<td>15,068</td>
</tr>
<tr>
<td>Income from discontinued operations, net of taxes (2)</td>
<td>4,410</td>
<td>628</td>
<td>1,087</td>
<td>5,417</td>
<td>1,978</td>
</tr>
<tr>
<td>Cumulative effect of accounting change, net of taxes (3)</td>
<td>—</td>
<td>—</td>
<td>(49)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net income (loss)</td>
<td>$(27,684)</td>
<td>$3,617</td>
<td>$21,538</td>
<td>$24,589</td>
<td>$17,046</td>
</tr>
<tr>
<td>Earnings per share</td>
<td>$ (6.42)</td>
<td>$0.60</td>
<td>$4.17</td>
<td>$3.78</td>
<td>$2.94</td>
</tr>
<tr>
<td>Basic:</td>
<td>(5.59)</td>
<td>0.73</td>
<td>4.39</td>
<td>4.84</td>
<td>3.32</td>
</tr>
<tr>
<td>Diluted:</td>
<td>(6.42)</td>
<td>0.59</td>
<td>4.09</td>
<td>3.71</td>
<td>2.88</td>
</tr>
<tr>
<td>Net income</td>
<td>(5.59)</td>
<td>0.72</td>
<td>4.31</td>
<td>4.75</td>
<td>3.26</td>
</tr>
<tr>
<td>Dividends declared per common share</td>
<td>$1.12</td>
<td>$2.16</td>
<td>$1.96</td>
<td>$1.76</td>
<td>$1.60</td>
</tr>
</tbody>
</table>

### Ratios:

- **Return on common shareholders’ equity (5)**: \((28.8)\%\)\% 2.9% 18.8% 22.4% 17.0%
- **Return on total shareholders’ equity (5)**: \((20.9)\%\% 3.0 18.7 22.2 16.9%
- **Tier 1 Capital**: 11.92 7.12 8.59 8.79 8.74%
- **Total Capital**: 15.70 10.70 11.65 12.02 11.85
- **Leverage (6)**: 6.08 4.03 5.16 5.35 5.20
- **Common shareholders’ equity to assets**: 3.66 5.19 6.30 7.45 7.28%
- **Total shareholders’ equity to assets**: 7.31 5.19 6.35 7.52 7.35
- **Dividend payout ratio (7)**: NM 300.0 45.5 37.1 49.1
- **Book value per common share**: $13.02 $22.71 $24.15 $22.34 $20.79
- **Ratio of earnings to fixed charges and preferred stock dividends**: NM 1.01 1.50 1.79 1.99

---

(1) As announced in its fourth quarter 2008 earnings press release (January 16, 2009), Citigroup continued to review its goodwill to determine whether a goodwill impairment had occurred as of December 31, 2008. Based on the results of this review and testing, the Company recorded a pretax charge of $9.568 billion ($8.727 billion after-tax) in the fourth quarter of 2008. The goodwill impairment charge was recorded in *North America Consumer Banking*, *Latin America Consumer Banking*, and *EMEA Consumer Banking*, and resulted in a write-off of the entire amount of goodwill allocated to those reporting units. The charge does not result in a cash outflow or negatively affect the Tier 1 or Total Regulatory Capital ratios, Tangible Equity or the Company’s liquidity position as of December 31, 2008. In addition, Citi recorded a $374 million pretax charge ($242 million after-tax) to reflect further impairment evident in the intangible asset related to Nikko Asset Management at December 31, 2008.

As disclosed in the table above, giving effect to these charges, Net Income (Loss) from Continuing Operations for 2008 was $(32.094) billion and Net Income (Loss) was $(27.684) billion, resulting in Diluted Earnings per Share of $(6.42) and $(5.59) respectively. The primary cause for the goodwill impairment in the reporting units mentioned above, and the additional intangible asset impairment in Nikko Asset Management, was the rapid deterioration in the financial markets, as well as in the general global economic outlook.
particularly during the period beginning mid-November 2008 through December 31, 2008. This deterioration further weakened the near term prospects for the financial services industry. See “Significant Accounting Policies and Significant Estimates” on page 18, and Note 19 to the Consolidated Financial Statements on page 166 of the Annual Report on Form 10-K for the year ended December 31, 2008 for further discussion.

(2) Discontinued operations for 2004 to 2008 reflect the sale of Citigroup’s German Retail Banking Operations to Credit Mutuel, and the Company’s sale of CitiCapital’s equipment finance unit to General Electric. In addition, discontinued operations for 2004 to 2006 include the operations and associated gain on sale of substantially all of Citigroup’s Asset Management business, the majority of which closed on December 1, 2005. Discontinued operations from 2004 to 2006 also include the operations and associated gain on sale of Citigroup’s Travelers Life & Annuity, substantially all of Citigroup’s international insurance business and Citigroup’s Argentine pension business to MetLife Inc. The sale closed on July 1, 2005. See Note 3 to the Consolidated Financial Statements on page 135 of the Annual Report on Form 10-K for the year ended December 31, 2008.

(3) Accounting change of $(49) million in 2005 represents the adoption of Financial Accounting Standards Board (FASB) Interpretation No. 47, Accounting for Conditional Asset Retirement Obligations, an interpretation of SFAS No. 143, (FIN 47).

(4) During 2004, the Company deconsolidated the subsidiary issuer trusts in accordance with FIN 46(R). For regulatory capital purposes, these trust securities remain a component of Tier 1 Capital.

(5) The return on average common shareholders’ equity is calculated using net income less preferred stock dividends divided by average common shareholders’ equity. The return on total stockholders’ equity is calculated using net income divided by average stockholders’ equity.

(6) Tier 1 Capital divided by each year’s fourth quarter adjusted average assets (hereinafter as adjusted average assets).

(7) Dividends declared per common share as a percentage of net income per diluted share.

NM Not Meaningful
UNAUDITED PRO FORMA FINANCIAL INFORMATION

The following selected unaudited pro forma financial information has been presented to give effect to and show the pro forma impact of the Exchange Offers and the USG/Private Holders Transactions on Citigroup’s balance sheet as of March 31, 2009, and also describes the impact of the Exchange Offers and the USG/Private Holders Transactions on Citigroup’s earnings for the fiscal year ended December 31, 2008 and for the quarter ended March 31, 2009.

The unaudited pro forma financial information is presented for illustrative purposes only and does not necessarily indicate the financial position or results that would have been realized had the Exchange Offers and the USG/Private Holders Transactions been completed as of the dates indicated or that will be realized in the future when and if the Exchange Offers and the USG/Private Holders Transactions are consummated. The selected unaudited pro forma financial information has been derived from, and should be read in conjunction with, the summary historical consolidated financial information included elsewhere in this document and Citigroup’s historical consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2008 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 filed with the SEC, which are incorporated by reference into this document.

Unaudited Pro Forma Balance Sheets

The unaudited pro forma consolidated balance sheets of Citigroup as of March 31, 2009 have been presented as if the Exchange Offers and the USG/Private Holders Transactions had been completed on March 31, 2009. We have shown the pro forma impact of a “High Participation Scenario” and a “Low Participation Scenario” prepared using the assumptions set forth below. In both scenarios, we have assumed stockholders have approved the Authorized Share Increase. In the event the stockholders do not approve the Authorized Share Increase within six months of issuance of the Warrants, the Warrants issued to the USG and Private Holders will become immediately exercisable for an additional 790 million shares of our Common Stock. The exercise of these Warrants will result in additional dilution to the existing shareholders with a corresponding increase to stockholders’ equity equal to the exercise price of the Warrants multiplied by the number of shares issued. In addition, if the stockholders do not approve the Authorized Share Increase within six months, the Interim Securities will remain outstanding and will automatically convert into Common Stock upon approval of the Authorized Share Increase, even if approved at a later date, resulting in further dilution to the existing common shareholders. Furthermore, if the Authorized Share Increase is not approved within six months of the issuance of the Interim Securities, each Interim Security will accrue cumulative dividends equal to the greater of (x) 9% (increasing by 2 percentage points each quarter up to a cap of 19%) and (y) the dividend actually paid on the number of shares of Common Stock into which such Interim Security is convertible. The dividends will decrease net income available to the common shareholders.

The “High Participation Scenario” assumes (i) the exchange of all outstanding shares of Series A1, B1, C1, D1, J1, K1, L2 and N1 convertible preferred stock held by the Private Holders ($12.5 billion aggregate liquidation preference) and holders of all outstanding shares of Series T Public Preferred Stock ($3.169 billion aggregate liquidation preference) into Common Stock, (ii) the exchange of all outstanding shares of Series E, F and AA Public Preferred Stock ($11.755 billion aggregate liquidation preference) into Common Stock, (iii) the exchange of all outstanding shares of Series H preferred stock held by the U.S. Treasury ($25 billion aggregate liquidation preference) into Common Stock, (iv) the conversion of all outstanding shares of Series G and I preferred stock held by the U.S. Treasury and the FDIC ($27.059 billion aggregate liquidation preference) into newly issued 8% trust preferred securities and (v) the exchange of $5.576 billion aggregate liquidation amount of E-TruPS®.

The “Low Participation Scenario” assumes (i) the exchange of all outstanding shares of Series A1, B1, C1, D1, J1, K1, L2 and N1 convertible preferred stock held by the Private Holders ($12.5 billion aggregate liquidation preference) into Common Stock, (ii) the exchange of 50% of the outstanding shares of Series H preferred stock held by the U.S. Treasury ($25 billion aggregate liquidation preference) into Common Stock, (iii) the conversion of all outstanding shares of Series G and I preferred stock held by the U.S. Treasury and the FDIC ($27.059 billion aggregate liquidation preference) into newly issued 8% trust preferred securities and (v) the exchange of $5.576 billion aggregate liquidation amount of E-TruPS®.
(iii) the exchange of 50% of the outstanding shares of Series H preferred stock held by the U.S. Treasury ($12.5 billion aggregate liquidation preference) and all outstanding shares of Series I and G preferred stock held by the U.S. Treasury and the FDIC ($27.059 billion aggregate liquidation preference, for a total of $39.559 billion aggregate liquidation preference) into new 8% trust preferred securities, (iv) none of the outstanding shares of Series E, F and AA Public Preferred Stock ($11.755 billion aggregate liquidation preference) or outstanding shares of Series T Public Preferred Stock ($3.169 billion aggregate liquidation preference), are exchanged for Common Stock and (v) none of the Trust Preferred Securities are exchanged for Common Stock.

If the Exchange Offers are not viewed favorably by the marketplace and Citigroup’s stockholders, participation of the holders of Subject Securities is expected to be low. As a result, the Low Participation Scenario assumes no Public Preferred Depositary Shares or Trust Preferred Securities are tendered for exchange.

The pro forma impact to stockholders’ equity, additional paid-in capital and retained earnings generated by the Exchange Offers and the USG/Private Holders Transactions in both the High Participation Scenario and the Low Participation Scenario were determined based on $2.53, the closing price of Citigroup’s Common Stock on March 31, 2009 on the NYSE. The actual determination will be made using the closing price of Citigroup’s Common Stock on the NYSE on the day the investors and Citigroup are legally committed to the exchange (“commitment date”).

If the price of Common Stock on the commitment date is greater than $2.53, there will be an increase in additional paid-in capital and decrease in net income available to common shareholders, earnings per share and retained earnings relative to the pro forma financial statement information. Conversely, if the Common Stock price on the commitment date is less than $2.53, there will be a decrease in additional paid-in capital and increase in net income available to common shareholders, earnings per share and retained earnings relative to the pro forma financial statement information.

If the estimated fair value of the new 8% trust preferred securities is greater than the value used in the following pro forma statements, the positive impact on retained earnings will be lower and the amount of deferred tax liabilities created by the Exchange Offers and the USG/Private Holders Transactions will also be lower. Conversely, if the estimated fair value of the new 8% trust preferred securities is lower than the value used in the following pro forma statements, the positive impact on retained earnings will be greater and the amount of deferred tax liabilities created by the Exchange Offers and the USG/Private Holders Transactions will also be greater.

In addition, if the price of the Common Stock is greater than the conversion price of $3.25 on the commitment date, a “beneficial conversion feature” is deemed to exist and will have to be accounted for accordingly. The amount of the beneficial conversion feature is the difference between the conversion price of the Interim Securities and the price of the Common Stock on the commitment date multiplied by the number of shares of Common Stock that the Interim Securities are convertible into. The accounting for the beneficial conversion feature will have no impact to net income or total stockholders’ equity. However, net income available to common shareholders and earnings per share would be reduced, and a reclassification will take place from retained earnings to additional paid-in capital in the amount of the beneficial conversion feature. The pro forma financial information presented in “Unaudited Pro Forma Financial Information” does not reflect the impact of such beneficial conversion feature because the closing price of the Common Stock on March 31, 2009 was $2.53, which is less than the $3.25 conversion price.
## High Participation Scenario

### Adjustments

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<tr>
<th></th>
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<tbody>
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<td><strong>Assets</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Cash and due from banks at interest with banks</td>
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<td>$ 190,566</td>
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<tr>
<td>Federal funds sold and securities purchased</td>
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<td>179,603</td>
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<td>Trading account assets</td>
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<td>Investments</td>
<td>238,806</td>
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<td></td>
<td></td>
<td></td>
<td>238,806</td>
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<tr>
<td>Loans, net</td>
<td>625,589</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>625,589</td>
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<tr>
<td>Other assets</td>
<td>212,770</td>
<td>$ (2,892)(15)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>209,878</td>
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<tr>
<td>Goodwill and intangibles (other than mortgage servicing rights)</td>
<td>40,022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40,022</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>$1,822,578</td>
<td>$ —</td>
<td>$ —</td>
<td>$ (2,892)</td>
<td>$ —</td>
<td>$ —</td>
<td>$1,819,686</td>
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<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total deposits</td>
<td>762,696</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>762,696</td>
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<td>Federal funds purchased and securities loan</td>
<td>184,803</td>
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<td>184,803</td>
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<td>Trading account liabilities</td>
<td>130,826</td>
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<td>130,826</td>
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<td>Long-term debt</td>
<td>337,252</td>
<td>$ 12,000(10)</td>
<td>$ 4,235(13)</td>
<td>$ (6,047)(18)</td>
<td>347,440</td>
<td></td>
<td>347,440</td>
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<td>Other liabilities</td>
<td>261,074</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>261,814</td>
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<td><strong>Total liabilities</strong></td>
<td>$1,676,651</td>
<td>$ —</td>
<td>$ —</td>
<td>$ 12,000</td>
<td>$ 4,235</td>
<td>$ (5,307)</td>
<td>$1,687,579</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Stock</td>
<td>$ 74,246</td>
<td>$(15,669)(3)</td>
<td>$(11,755)(3)</td>
<td>$(43,293)(3)</td>
<td>$(3,529)(3)</td>
<td>$ —</td>
<td>—</td>
</tr>
<tr>
<td>Common Stock</td>
<td>57</td>
<td>47(4)</td>
<td>34(4)</td>
<td>77(4)</td>
<td>16(4)</td>
<td>231</td>
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<td>Additional paid-in capital</td>
<td>16,525</td>
<td>26,012(5)</td>
<td>8,659(4)</td>
<td>19,385(4)</td>
<td>4,108(14)</td>
<td>74,689</td>
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<td>Retained earnings</td>
<td>86,115</td>
<td>(10,390)(6)</td>
<td>3,062(8)</td>
<td>8,939(11)</td>
<td>(706)(16)</td>
<td>88,203</td>
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<td>Treasury stock, at cost</td>
<td>(5,996)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>(5,996)</td>
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<tr>
<td>Accumulated other comprehensive income (loss)</td>
<td>(27,013)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(27,013)</td>
</tr>
<tr>
<td><strong>Total Citigroup stockholder’s equity</strong></td>
<td>$ 143,934</td>
<td>$ —</td>
<td>$ —</td>
<td>$(14,892)</td>
<td>$(4,235)</td>
<td>$ 5,307</td>
<td>$ 130,114</td>
</tr>
<tr>
<td>Noncontrolling interest</td>
<td>1,993</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,993</td>
</tr>
<tr>
<td><strong>Total equity</strong></td>
<td>$ 145,927</td>
<td>$ —</td>
<td>$ —</td>
<td>$(14,892)</td>
<td>$(4,235)</td>
<td>$ 5,307</td>
<td>$ 132,107</td>
</tr>
<tr>
<td><strong>Total liabilities and equity</strong></td>
<td>$1,822,578</td>
<td>$ —</td>
<td>$ —</td>
<td>$(2,892)</td>
<td>$ —</td>
<td>$ —</td>
<td>$1,819,686</td>
</tr>
</tbody>
</table>

(1) Assumes the exchange of $5.576 billion aggregate liquidation amount of E-TRUPS®.

(2) Assumes conversion of all outstanding shares of Series A1, B1, C1, D1, J1, K1, L2, N1 and T convertible preferred stock ($15.669 billion aggregate liquidation preference) into Common Stock.

(3) Reduction of preferred stock balance as a result of conversion of convertible preferred or redemption of non-convertible preferred stock.

(4) Par value of newly issued Common Stock.

(5) Additional paid-in capital (“APIC”) in respect of conversion of convertible preferred stock. The amount is equal to the sum of (i) the value of the inducement offer (see footnote 6 below) and (ii) the difference between the carrying amount of the preferred stock exchanged and the par value of the shares of Common Stock to be issued.
(6) Value of inducement for the Exchange Offers and the USG/Private Holders Transactions represents the excess of the fair value on March 31, 2009 of the Common Stock to be issued in the Exchange Offers and the USG/Private Holders Transactions over the value on March 31, 2009 of the Common Stock issuable pursuant to the original conversion terms of the convertible preferred stock.

(7) Assumes redemption of all outstanding shares of Series AA, E and F Public Preferred Stock ($11.755 billion aggregate liquidation preference).

(8) Excess of the carrying amount of Series AA, E and F Public Preferred Stock over the fair value on March 31, 2009 of the Common Stock to be issued in the Exchange Offers.

(9) Assumes redemption of all outstanding shares of Series H non-convertible preferred stock ($25 billion aggregate liquidation preference) held by the U.S. Treasury into Common Stock and all outstanding shares of Series I non-convertible preferred stock ($20 billion aggregate liquidation preference) held by the U.S. Treasury through issuance of new 8% trust preferred securities.

(10) Issuance of new 8% trust preferred securities to the U.S. Treasury recorded at the estimated fair value as of March 31, 2009 for purposes of the pro forma balance sheet. The 8% trust preferred securities will ultimately be recorded at the commitment date fair value.

(11) Excess of the carrying amount of the outstanding shares of Series H and I non-convertible preferred stock over the fair value on March 31, 2009 of the Common Stock and the estimated fair value on March 31, 2009 of the new 8% trust preferred securities, in each case, to be issued to the U.S. Treasury in the USG/Private Holders Transactions.

(12) Redemption of all outstanding shares of Series G non-convertible preferred stock ($7.059 billion aggregate liquidation preference) held by the U.S. Treasury and the FDIC.

(13) Issuance of new 8% trust preferred securities to the U.S. Treasury and the FDIC assumed to be recorded at the estimated fair value as of March 31, 2009 for purposes of the pro forma balance sheet. The 8% trust preferred securities will ultimately be recorded at the commitment date fair value.

(14) APIC in respect of newly issued Common Stock. For non-convertible preferred stock and Trust Preferred Securities exchanged for Common Stock, the amount is the excess of the fair value on March 31, 2009 of the Common Stock issued over its par value.

(15) Deferred tax liability related to 8% trust preferred securities issued to U.S. Treasury recorded as a reduction of the net deferred tax asset position.

(16) Excess of the carrying amount of the outstanding shares of Series G non-convertible preferred stock over the estimated fair value on March 31, 2009 of the new 8% trust preferred securities to be issued to the U.S. Treasury and the FDIC in the USG/Private Holders Transactions.

(17) Excess of the carrying amount of Trust Preferred Securities to be retired over the fair value on March 31, 2009 of the Common Stock to be issued in exchange. This amount will be recorded in the income statement of the period during which this transaction is consummated.

(18) The carrying amount of the Trust Preferred Securities proposed to be retired includes an estimated adjustment basis related to SFAS No. 133 hedging.

(19) Amounts of income taxes estimated to be payable upon the retirement of the Trust Preferred Securities.
### Low Participation Scenarios

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Actual March 31, 2009</td>
<td>$1,822,578</td>
<td>$—</td>
<td>$—</td>
<td>$1,817,995</td>
<td>$—</td>
</tr>
<tr>
<td>Liabilities</td>
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<td>$1,700,386</td>
</tr>
<tr>
<td>Total assets</td>
<td>$1,822,578</td>
<td>$—</td>
<td>$—</td>
<td>$1,817,995</td>
<td>$—</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$115,616</td>
</tr>
<tr>
<td>Total Citigroup stockholder's equity</td>
<td>$143,934</td>
<td>$—</td>
<td>$—</td>
<td>$115,616</td>
<td>$—</td>
</tr>
<tr>
<td>Noncontrolling interest</td>
<td>1,993</td>
<td></td>
<td></td>
<td></td>
<td>1,993</td>
</tr>
<tr>
<td>Total equity</td>
<td>$145,927</td>
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<td>$—</td>
<td>$117,609</td>
<td>$—</td>
</tr>
<tr>
<td>Total liabilities and equity</td>
<td>$1,822,578</td>
<td>$—</td>
<td>$—</td>
<td>$1,817,995</td>
<td>$—</td>
</tr>
</tbody>
</table>

(1) Assumes conversion of all outstanding shares of Series A1, B1, C1, D1, J1, K1, L2 and N1 convertible preferred stock ($12.5 billion aggregate liquidation preference).

(2) Reduction of preferred stock balance as a result of conversion of convertible preferred or redemption of non-convertible.

(3) Par value of newly issued Common Stock.

(4) APIC in respect of conversion of convertible preferred stock. The amount is equal to sum of (i) the value of the inducement offer (see footnote 6 below) and (ii) the difference between the carrying amount of the preferred stock exchanged and the par value of the shares of Common Stock to be issued.

(5) Value of inducement for the Exchange Offers and the USG/Private Holders Transactions represents the excess of the fair value on March 31, 2009 of the Common Stock to be issued in the Exchange Offers and the USG/Private Holders Transactions over the value on March 31, 2009 of the Common Stock issuable pursuant to the original conversion terms of the convertible preferred stock.
(6) Series AA, E and F Public Preferred Stock and Trust Preferred Securities are not exchanged under the Low Participation Scenario.
(7) Series AA, E and F Public Preferred Stock and Trust Preferred Securities are not exchanged under the Low Participation Scenario.
(8) Assumes redemption of all outstanding shares of Series H non-convertible preferred stock ($25 billion aggregate liquidation preference) and all outstanding shares of Series I non-convertible preferred stock ($20 billion aggregate liquidation preference) held by the U.S. Treasury through issuance of 3,846,153,846 shares of Common Stock and new 8% trust preferred securities with an agreement liquidation amount of $32.5 billion.
(9) Issuance of new 8% trust preferred securities to the U.S. Treasury recorded at the estimated fair value as of March 31, 2009 for purposes of the pro forma balance sheet. The 8% trust preferred securities will ultimately be recorded at the commitment date fair value.
(10) Excess of the carrying amount of the outstanding shares of Series H and I non-convertible preferred stock over the fair value on March 31, 2009 of the Common Stock and the estimated fair value on March 31, 2009 of the new 8% trust preferred securities, in each case, to be issued to the U.S. Treasury in the USG/Private Holders Transactions.
(11) Exchange of all outstanding shares of Series G non-convertible preferred stock ($7.059 billion aggregate liquidation preference) held by the U.S. Treasury and the FDIC.
(12) Issuance of new 8% trust preferred securities to the U.S. Treasury and the FDIC recorded at estimated fair value as of March 31, 2009 for purposes of the pro forma balance sheet. The 8% trust preferred securities will ultimately be recorded at the commitment date fair value.
(13) APIC in respect of newly issued Common Stock. For non-convertible preferred stock, the amount is the excess of the fair value on March 31, 2009 of the Common Stock over its par value.
(14) Deferred tax liability related to 8% trust preferred securities issued to U.S. Treasury recorded as a reduction of the net deferred tax asset position.
(15) Excess of the carrying amount of the outstanding shares of Series G non-convertible preferred stock over the estimated fair value on March 31, 2009 of the new 8% trust preferred securities to be issued to the U.S. Treasury and the FDIC in the USG/Private Holders Transactions.
**Pro Forma Earnings Implications**

The following presents the pro forma impact of the Exchange Offers and the USG/Private Holders Transactions on certain statement of income items and earnings per share (“EPS”) for the fiscal year ended December 31, 2008 and the quarter ended March 31, 2009 as if the Exchange Offers and USG/Private Holders Transactions had been completed on January 1, 2008. We have calculated the pro forma information below by (1) eliminating all the actual dividends paid to holders of preferred stock in 2008 and in the first quarter of 2009\(^{(1)}\), (2) assuming the new 8% trust preferred securities were issued on January 1, 2008\(^{(2)}\), (3) assuming that the E-TRUPS\(^{®}\) accepted for exchange, if applicable, were retired on January 1, 2008 and (4) assuming that the new shares of Common Stock issuable in the Exchange Offers and the USG/Private Holders Transactions were issued on January 1, 2008. The retained earnings impact of the Exchange Offers and the USG/Private Holders Transactions has not been included in the analysis because it is not recurring.

<table>
<thead>
<tr>
<th></th>
<th>High Participation Scenario FY '08</th>
<th>Low Participation Scenario FY '08</th>
<th>High Participation Scenario Q1 '09</th>
<th>Low Participation Scenario Q1 '09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual income (loss) from continuing operations, as reported</td>
<td>$(32,094)</td>
<td>$(32,094)</td>
<td>$ 1,610</td>
<td>$ 1,610</td>
</tr>
<tr>
<td>After-tax interest expense saved on retired E-TRUPS(^{®})</td>
<td>250</td>
<td>—</td>
<td>63</td>
<td>—</td>
</tr>
<tr>
<td>After-tax interest expense on new 8% trust preferred securities(^{(3)})</td>
<td>(1,553)</td>
<td>(2,271)</td>
<td>(388)</td>
<td>(568)</td>
</tr>
<tr>
<td><strong>Pro forma income (loss) from continuing operations</strong></td>
<td><strong>$(33,397)</strong></td>
<td><strong>$(34,365)</strong></td>
<td><strong>$ 1,285</strong></td>
<td><strong>$ 1,042</strong></td>
</tr>
<tr>
<td>Preferred dividends paid to holders of preferred stock(^{(4)})</td>
<td>$ —</td>
<td>$ —</td>
<td>$ —</td>
<td>$ —</td>
</tr>
<tr>
<td><strong>Pro forma net income available to common shareholders</strong></td>
<td><strong>$(33,397)</strong></td>
<td><strong>$(34,365)</strong></td>
<td><strong>$ 1,285</strong></td>
<td><strong>$ 1,042</strong></td>
</tr>
<tr>
<td>EPS</td>
<td>5,265</td>
<td>5,265</td>
<td>5,385</td>
<td>5,385</td>
</tr>
<tr>
<td>Common shares newly issued</td>
<td>17,433</td>
<td>7,692</td>
<td>17,433</td>
<td>7,692</td>
</tr>
<tr>
<td><strong>Pro forma number of common shares</strong></td>
<td><strong>22,698</strong></td>
<td><strong>12,957</strong></td>
<td><strong>22,818</strong></td>
<td><strong>13,077</strong></td>
</tr>
<tr>
<td>Earnings per share (basic and diluted) from continuing operations(^{(5)})</td>
<td>$ (1.47)</td>
<td>$ (2.65)</td>
<td>$ 0.06</td>
<td>$ 0.08</td>
</tr>
</tbody>
</table>

(1) Although the Low Participation Scenario assumes that some holders of preferred stock will not tender their shares, Citigroup has announced that it will suspend preferred dividends upon the consummation of the Exchange Offers, and as a result all preferred dividends were eliminated.

(2) This presentation assumes the new trust preferred securities were issued on and began to accrue interest from January 1, 2008, but eliminates actual dividends on preferred stock that was not outstanding for the entirety of 2008. The following section, “Annualized Earnings Implications,” assumes both the redeemed preferred stock and newly issued Common Stock and new 8% trust preferred securities were outstanding for a full year.

(3) Citigroup’s pro forma net income is negatively affected by the USG/Private Holders Transactions due to the interest expense (including the stated interest of the instruments and the periodic accretion between carrying amount and the par amount of the instruments) associated with the new 8% trust preferred securities to be issued to the U.S. Treasury and the FDIC upon exchange of preferred stock held by such entities. Under the High Participation Scenario, the preferred stock held by such entities to be converted into new 8% trust preferred securities has an aggregate liquidation preference of $27.059 billion. Under the Low Participation Scenario, the aggregate liquidation preference of the preferred stock held by the U.S. Treasury and the FDIC to be converted into new 8% trust preferred securities is $39.559 billion.
The High Participation Scenario assumes that there are no remaining shares of preferred stock outstanding. Although the Low Participation Scenario assumes that some holders of preferred stock will not tender their shares, Citigroup has announced that it will suspend preferred dividends upon the consummation of the Exchange Offers and as a result all preferred stock dividends were eliminated.

For the EPS of 2008, the pro forma net income available to common shareholders is negative, hence diluted EPS equals basic EPS. For the EPS of the first quarter of 2009, the diluted number of common shares under the Low Participation Scenario is only 94 million shares greater than the number of basic shares, which impacts EPS by less than the decimals reported.

Citigroup’s pro forma net income is positively affected by the retirement of the E-TruPS® accepted for exchange, if applicable.

### Annualized Earnings Implications

The following presents the analysis of the annualized earnings implications resulting from the Exchange Offers and the USG/Private Holders Transactions taking into account the recurring economic cost, on an annualized basis, of both the redeemed and newly issued securities for consistent periods of time. The impact of the items presented does not represent the income from continuing operations of a specific period. The retained earnings impact of the Exchange Offers and the USG/Private Holders Transactions has not been included in this analysis because it is not recurring.

<table>
<thead>
<tr>
<th></th>
<th>High Participation Scenario</th>
<th>Low Participation Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annualized after-tax interest expense on newly issued 8% trust preferred securities</strong>&lt;sup&gt;(1)&lt;/sup&gt;</td>
<td>$(1,553)</td>
<td>$(2,271)</td>
</tr>
<tr>
<td><strong>Annualized after-tax interest expense saved on the retired E-TruPS®</strong>&lt;sup&gt;(4)&lt;/sup&gt;</td>
<td>250</td>
<td>—</td>
</tr>
<tr>
<td><strong>Annualized dividends to holders of preferred stock</strong>&lt;sup&gt;(2)&lt;/sup&gt;</td>
<td>5,693</td>
<td>5,693</td>
</tr>
<tr>
<td><strong>Impact on net income available to common shareholders</strong></td>
<td>$4,390</td>
<td>$3,422</td>
</tr>
<tr>
<td><strong>Basic and diluted common shares outstanding</strong>&lt;sup&gt;(3)&lt;/sup&gt;</td>
<td>5,385</td>
<td>5,385</td>
</tr>
<tr>
<td><strong>Common shares newly issued</strong></td>
<td>17,433</td>
<td>7,692</td>
</tr>
<tr>
<td><strong>Revised basic and diluted common shares</strong></td>
<td><strong>22,818</strong></td>
<td><strong>13,077</strong></td>
</tr>
<tr>
<td><strong>Impact on basic and diluted earnings per share</strong></td>
<td>$0.19</td>
<td>$0.26</td>
</tr>
</tbody>
</table>

<sup>(1)</sup> Citigroup’s net income is negatively affected by the USG/Private Holders Transactions due to the interest expense (including the stated interest of the instruments and the periodic accretion between carrying amount and the par amount of the instruments) associated with the new 8% trust preferred securities to be issued to the U.S. Treasury and the FDIC upon exchange of preferred stock held by such entities. Under the High Participation Scenario, the preferred stock held by such entities to be converted into new 8% trust preferred securities has an aggregate liquidation preference of $27.059 billion. Under the Low Participation Scenario, the aggregate liquidation preference of the preferred stock held by the U.S. Treasury and FDIC to be converted into new 8% trust preferred securities is $39.559 billion.

<sup>(2)</sup> Dividends on preferred stock reduce the income available to common shareholders. The retirement of the associated preferred stock will improve basic and diluted earnings per share. Although the Low Participation Scenario assumes that some holders of preferred stock will not tender their shares, Citigroup has announced that it will suspend preferred dividends upon the consummation of the Exchange Offers and as a result all preferred stock dividends were eliminated.

<sup>(3)</sup> As of March 31, 2009.

<sup>(4)</sup> Citigroup’s pro forma net income is positively affected by the retirement of the E-TruPS® accepted for exchange, if applicable.
RISK FACTORS

You should carefully consider the risks described below and all of the information contained and incorporated by reference in this document before you decide whether to participate in the Exchange Offers. In particular, you should carefully consider, among other things, the matters discussed below and under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2008.

Risks Related to the Market Price and Value of the Common Stock Offered in the Exchange Offers

The Exchange Offers and the USG/Private Holders Transactions will result in a substantial amount of our Common Stock entering the market, which could adversely affect the market price of our Common Stock.

As of May 8, 2009, we had approximately 5.51 billion shares of Common Stock outstanding. Following consummation of the Exchange Offers and the USG/Private Holders Transactions, assuming the Exchange Offers are fully subscribed and stockholder approval of the Authorized Share Increase is obtained, this figure will increase to [ ] billion shares of Common Stock. The issuance of such a large number of shares of our Common Stock could adversely affect the market price of our Common Stock.

The value of the Common Stock being offered in the Exchange Offers is lower than the liquidation preference of the Public Preferred Depositary Shares and the liquidation amount of the Trust Preferred Securities.

Depending on the type and series of Subject Securities that you hold, we are valuing such securities at only 85% or 95% of their liquidation preference or liquidation amount, as applicable. In addition, we are valuing the Common Stock that we are offering in exchange for your already discounted Subject Securities at $3.25, which could be above the closing price of the shares of Common Stock you receive on the settlement date of the applicable Exchange Offer, if your Subject Securities are accepted for exchange.

The number of shares of Common Stock offered in the Exchange Offers is fixed and will not be adjusted. The market price of our Common Stock may fluctuate, and the market price of the shares of Common Stock when we deliver the Common Stock in exchange for your Subject Securities could be less than the market price at the time you tender your Subject Securities.

The number of shares of Common Stock offered for each Subject Security accepted for exchange is fixed at the number of shares specified on the cover of this document and will not be adjusted regardless of any increase or decrease in the market price of our Common Stock or the Subject Securities between the date of this document and the settlement date. Therefore, the market price of the Common Stock when we deliver Common Stock in exchange for your Subject Securities could be less than the market price at the time you tender your Subject Securities. The market price of our Common Stock has recently been subject to significant fluctuations and volatility. The market price of our Common Stock could continue to fluctuate and be subject to volatility during the period of time between when we accept Subject Securities for exchange in an Exchange Offer and the settlement date, when we deliver Common Stock in exchange for Subject Securities, or any extension of an Exchange Offer.

The market price of our Common Stock may be subject to continued significant fluctuations and volatility.

The stock markets have recently experienced high levels of volatility. These market fluctuations have adversely affected, and may continue to adversely affect, the trading price of our Common Stock. In addition, the market price of our Common Stock has been subject to significant fluctuations and volatility and may continue to fluctuate or further decline. Factors that could cause fluctuations, volatility or further decline in the market price of our Common Stock, many of which could be beyond our control, include the following:

- changes or perceived changes in the condition, operations, results or prospects of our businesses and market assessments of these changes or perceived changes;
announcements relating to significant corporate transactions, including the Exchange Offers and the USG/Private Holders Transactions;

changes in governmental regulations or proposals, or new governmental regulations or proposals, affecting us, including those relating to the current financial crisis and global economic downturn;

the continued decline, failure to stabilize or lack of improvement in general market and economic conditions;

the departure of key personnel;

operating and stock price performance of companies that investors deem comparable to us; and

market assessments as to whether and when the Exchange Offers and the USG/Private Holders Transactions will be consummated.

Holders are urged to obtain current market quotations for our Common Stock when they consider whether to participate in the Exchange Offers.

*The price of our Common Stock is depressed and may not recover.*

The price of our Common Stock has declined significantly from a closing price of $55.12 on May 25, 2007 to a closing price of $3.66 on May 12, 2009, the last trading day prior to the date of this document. There can be no assurance that our stock price will recover to prior levels or to any particular level. Many factors that we cannot predict or control, including the factors listed above under “The market price of our Common Stock may be subject to continued significant fluctuations and volatility,” may cause sudden changes in the price of our Common Stock or prevent the price of our Common Stock from recovering.

The fair value of Citigroup’s Common Stock on the expiration date of the Exchange Offers and the commitment date of the USG/Private Holders Transactions will affect the amount of net income available to common shareholders, earnings per share, retained earnings and additional paid-in capital recorded in our financial statements.

The Interim Securities issued in the USG/Private Holders Transactions will be recorded at a fair value based on the price of the Common Stock on the day that the USG and Private Holders commit themselves (the “commitment date”) to the USG/Private Holders Transactions. The commitment date is generally the date on which the parties to the transaction are legally committed. If the price of the Common Stock is greater than the conversion price of $3.25 on the commitment date, a “beneficial conversion feature” will be deemed to exist and will have to be accounted for accordingly. The amount of the beneficial conversion feature will be the difference between the conversion price of the Interim Securities and the price of the Common Stock on the commitment date multiplied by the number of shares of Common Stock into which the Interim Securities are convertible. The accounting for the beneficial conversion feature will have no impact to net income or total stockholders’ equity. However, net income available to common shareholders and earnings per share will be reduced, and a reclassification will take place from retained earnings to additional paid-in capital in the amount of the beneficial conversion feature. The pro forma financial information presented in “Unaudited Pro Forma Financial Information” does not reflect the impact of such beneficial conversion feature because the closing price of the Common Stock on March 31, 2009 was $2.53, which is less than the $3.25 conversion price.

Additionally, using the price of the Common Stock on the commitment date instead of the closing price of $2.53 on March 31, 2009 will impact the pro forma financial information presented in “Unaudited Pro Forma Financial Information,” which reflects the ultimate conversion of the Interim Securities into Common Stock. If the price per share of Common Stock on the commitment date is greater than the price on March 31, 2009, there will be an increase in additional paid-in capital and a decrease in net income available to common shareholders, earnings per share and retained earnings relative to the pro forma financial statement information. Conversely, if the price per share of Common Stock on the commitment date is less than the closing price on March 31, 2009,
there will be a decrease in additional paid-in capital and increase in net income available to common shareholders, earnings per share and retained earnings relative to the pro forma financial statement information.

Furthermore, the estimated value of the new 8% trust preferred securities on the commitment day may differ from the estimated value used in the pro forma financial statements included in this document. If the estimated fair value of the new 8% trust preferred securities is greater than the value used in the following pro forma statements, the positive impact on retained earnings will be lower and the amount of deferred tax liabilities created by the Exchange Offers and the USG/Private Holders Transactions will also be lower. Conversely, if the estimated fair value of the new 8% trust preferred securities is lower than the value used in the following pro forma statements, the positive impact on retained earnings will be greater and the amount of deferred tax liabilities created by the Exchange Offers and the USG/Private Holders Transactions will also be greater.

**Risks Related to the Rights of our Common Stock Compared to the Rights of our Debt Obligations and Senior Equity Securities, including the Subject Securities**

All of our debt obligations and our senior equity securities, including the Interim Securities and any Subject Securities that remain outstanding after the Exchange Offers, will have priority over our Common Stock with respect to payment in the event of liquidation, dissolution or winding up, and possibly with respect to the payment of dividends.

In any liquidation, dissolution or winding up of Citigroup, our Common Stock would rank below all debt claims against the Company and claims of all of our outstanding shares of preferred stock and other senior equity securities, including the Interim Securities, any shares of the Subject Securities that are not exchanged for Common Stock in the Exchange Offers and shares of the new 8% trust preferred securities that will be issued to the USG in the USG/Private Holders Transactions. As a result, holders of our Common Stock, including holders of Subject Securities whose securities are accepted for exchange in the Exchange Offers, will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution or winding up of Citigroup until after all our obligations to our debt holders have been satisfied and holders of senior equity securities have received any payment or distribution due to them.

In addition, our Certificate of Incorporation currently requires us to pay dividends on our preferred stock before we pay any dividends on our Common Stock. Although we are seeking stockholder approval of the Public Preferred Stock Amendments to eliminate these provisions from our Certificate of Incorporation, we may not obtain this approval. If we do not obtain this approval, holders of our Common Stock, including holders of Subject Securities whose securities are accepted for exchange in the Exchange Offers, will not be entitled to receive payment of any dividends on their shares of Common Stock unless and until we resume payments of dividends on our preferred stock.

Regardless whether the Public Preferred Stock Amendments are approved, the terms of our Trust Preferred Securities, including the new trust preferred securities to be issued to the USG, require payment of accrued distributions on those securities before any dividends are paid on our Common Stock (subject to certain exceptions).

**Holders of Trust Preferred Securities whose securities are accepted in the Exchange Offers will be giving up their right to future distributions on those Trust Preferred Securities.**

We announced on February 27, 2009, and reconfirmed on April 17, 2009, that we currently intend to continue paying distributions on our Trust Preferred Securities in accordance with their current terms. However, if your Trust Preferred Securities are tendered and accepted for exchange in the Trust Preferred Exchange Offer, you will be giving up your right to any accrued and unpaid distributions on your Trust Preferred Securities and any future distributions on your Trust Preferred Securities and we cannot offer any assurance that we will pay, or that we will be permitted to pay, dividends on our Common Stock in the future.
Dividends on our Common Stock will be suspended and you may not receive funds in connection with your investment in our Common Stock without selling your shares of our Common Stock.

On April 17, 2009, we announced that we do not plan to make any dividend payments on our Common Stock prior to the closing of the Exchange Offers. In addition, if we do not obtain stockholder approval of the Dividend Blocker Amendment, we will be unable to pay dividends on our Common Stock unless and until we resume payments of dividends on our preferred stock. Further, the USG has imposed restrictions, and may impose additional restrictions, on the amount of dividends we may pay on our Common Stock. Accordingly, you may have to sell some or all of your shares of our Common Stock in order to generate cash flow from your investment. You may not realize a gain on your investment when you sell the Common Stock and may lose the entire amount of your investment.

Risks Related to the Issuance of a Significant Amount of Common Stock and Dilution of Holders of our Common Stock, including Participants in the Exchange Offers

Our Common Stock will be further diluted by conversions of the Interim Securities and/or Warrants into, and future issuances of, our Common Stock.

The Interim Securities to be issued to the USG and the Private Holders will convert into up to approximately 11.5 billion shares of our Common Stock, assuming stockholder approval of the Authorized Share Increase is obtained. In addition, in the event that we do not obtain stockholder approval of the Authorized Share Increase within six months of the issuance of the Interim Securities, the Warrants will become immediately exercisable for an additional 790 million shares of our Common Stock. If the Warrants become exercisable, the Interim Securities will remain outstanding and will be automatically converted into Common Stock upon approval of the Authorized Share Increase, even if approved at a later date, resulting in further dilution to the existing holders of our Common Stock, including participants in the Exchange Offers. Future issuances of our Common Stock also could result in further dilution to the existing holders of our Common Stock. Additional dilution could have a material depressive effect on the market price of our Common Stock.

The securities that are the subject of the USG/Private Holders Transactions are not being exchanged at a discount to their liquidation preference.

Although we are valuing the Common Stock being offered in the USG/Private Holders Transactions at the same $3.25 price per share as we are valuing the Common Stock being offered in the Exchange Offers, we are exchanging the securities that are the subject of the USG/Private Holders Transactions at the full amount of their liquidation preference and not subjecting them to the same 5-15% discount that we are applying to the liquidation preference and liquidation amount of the Subject Securities. For each $1,000 liquidation preference accepted for exchange in the USG/Private Holders Transactions, each holder would receive approximately 307 shares of Common Stock, plus cash in lieu of any fractional share of Common Stock, compared to between approximately 261 to 292 shares of Common Stock in the Exchange Offers, plus cash in lieu of any fractional share of Common Stock. As a result, the number of shares of Common Stock issuable to the USG and the Private Holders per $1,000 liquidation preference (assuming stockholder approval of the Authorized Share Increase is obtained) will be substantially larger than the aggregate number of shares of Common Stock issued to holders of Subject Securities with the same liquidation preference or liquidation amount.

Additional assistance from the USG may further dilute existing holders of our Common Stock, including participants in the Exchange Offers.

Since October 2008, Citigroup has issued approximately $52 billion in equity securities to various entities within the USG. While the USG/Private Holders Transactions and the Exchange Offers do not involve any additional investment in Citigroup by the USG, there can be no assurance that there will not be any additional USG programs or requirements in the future that could result in, or require, additional equity issuances that would further dilute the existing holders of our Common Stock (including participants in the Exchange Offers).
For example, as a result of the stress test conducted pursuant to the U.S. government’s Supervisory Capital Assistance Program (“SCAP”), we are required to increase our Tier 1 Common by an additional $5.5 billion, which requirement would be satisfied if we accept for exchange Public Preferred Depositary Shares and Trust Preferred Securities with an aggregate liquidation preference or amount of $20.5 billion. If we accept for exchange less than this amount, we may have to increase our Tier 1 Common through other means, including by raising capital privately or issuing mandatory convertible preferred stock and related warrants to the U.S. Treasury pursuant to SCAP, which could further dilute the existing holders of our Common Stock including participants in the Exchange Offers.

In addition, such equity issuances would reduce any earnings available to the holders of our Common Stock and the return thereon unless our earnings increase correspondingly. We cannot predict the size of future equity issuances, if any, or the effect that they may have on the market price of the Common Stock. The issuance of substantial amounts of equity, or the perception that such issuances may occur, could adversely affect the market price of our Common Stock. See also “Risk Factors—Future issuance of Citigroup common stock and preferred stock may reduce any earnings available to common shareholders and the return on the Company’s equity” in our Annual Report on Form 10-K for the year ended December 31, 2008.

We will not accept Subject Securities for exchange unless the tendering holder grants a Proxy Instruction to approve all of the Common Stock Amendments and, in the case of tenders by holders of Public Preferred Depositary Shares as of the Preferred Stock Record Date, grant a Voting Instruction to approve all of the Public Preferred Stock Amendments.

Tendering holders of Subject Securities must grant a Proxy Instruction to approve all of the Common Stock Amendments. As a result, even if you believe that one or all of the Common Stock Amendments would not be in your best interest (for example, if you elect to tender some, but not all of your Subject Securities in the Exchange Offer), if you wish to tender your Subject Securities you must nonetheless follow the instructions in the applicable letter of transmittal to instruct the Exchange Agent to deliver the shares of Common Stock to be issued in respect of your Subject Securities to the Voting Trust, to agree to the terms of the Voting Trust described in the applicable letter of transmittal and to irrevocably instruct the Voting Trustee to grant a proxy authorizing the execution of a written consent in favor of all of the Common Stock Amendments.

Similarly, tendering holders of Public Preferred Depositary Shares that were holders of Public Preferred Depositary Shares as of the Preferred Stock Record Date must grant a Voting Instruction to approve all of the Public Preferred Stock Amendments. As a result, even if you believe that one or more of the Public Preferred Stock Amendments would not be in your best interest (for example, if you elect to tender some, but not all of your Public Preferred Depositary Shares in the Public Preferred Depositary Exchange Offers), if you were a holder of Public Preferred Depositary Shares as of the Preferred Stock Record Date and wish to tender any of such Public Preferred Depositary Shares you must nonetheless follow the instructions in the applicable letter of transmittal to instruct BONY, as depositary for the Public Preferred Depositary Shares, to grant a proxy authorizing the execution of a written consent in favor of all of the Public Preferred Stock Amendments with respect to the Public Preferred Depositary Shares you tender.

Additional Risks Related to the Exchange Offers and USG/Private Holders Transactions

We may fail to realize all of the anticipated benefits of the Exchange Offers and USG/Private Holders Transactions.

The primary goal of the Exchange Offers and USG/Private Holders Transactions is to increase our TCE and Tier 1 Common. A view has recently developed that TCE and Tier 1 Common are important metrics for analyzing a financial institution’s financial condition and capital strength. We believe that increasing our TCE and Tier 1 Common will reduce our expenses associated with preferred stock dividends, enhance our standing with our regulators and improve market and public perception of our financial strength. However, given the relatively recent emergence of TCE and Tier 1 Common as important metrics for analyzing the financial condition and capital strength of a financial institution, and the rapidly changing and uncertain financial
environment, there can be no assurance that we will achieve these objectives or that the benefits, if any, realized from the Exchange Offers and USG/Private Holders Transactions will be sufficient to restore market and public perception of our financial strength.

The USG will participate in the USG/Private Holders Transactions on a “dollar-for-dollar” basis with the holders of Subject Securities, up to an aggregate cap of $25 billion in liquidation preference, which will magnify the impact of non-participating holders in the Exchange Offers.

In the event that less than $12.5 billion of liquidation preference or amount of Subject Securities is tendered and accepted for exchange, each dollar of liquidation preference or liquidation amount of Subject Securities below $12.5 billion that is not tendered for exchange in the Exchange Offers will reduce the participation of the USG in the USG/Private Holders Transactions on a “dollar-for-dollar” basis, effectively doubling the impact of each dollar of liquidation preference or liquidation amount of Subject Securities not tendered in the Exchange Offers below $12.5 billion. If the participation level in the Exchange Offers is substantially lower than anticipated, the benefits that we anticipate realizing from the Exchange Offers and USG/Private Holders Transactions, including increased TCE, Tier 1 Common and market confidence, may be substantially impaired, or may not be realized at all.

We have not obtained a third-party determination that the Exchange Offers are fair to holders of the Subject Securities.

We are not making a recommendation as to whether you should exchange your Subject Securities in the Exchange Offers. We have not retained, and do not intend to retain, any unaffiliated representative to act solely on behalf of the holders of the Subject Securities for purposes of negotiating the Exchange Offers or preparing a report concerning the fairness of the Exchange Offers. You must make your own independent decision regarding your participation in the Exchange Offers.

Failure to successfully complete the Exchange Offers, the USG/Private Holders Transactions and to obtain stockholder approval of the Authorized Share Increase could negatively affect the price of our Common Stock.

Several conditions must be satisfied or waived in order to complete the Exchange Offers, including that the USG and the Private Holders complete an exchange of an aggregate of at least $23 billion of our preferred stock for newly issued securities of Citigroup, that certain conditions to closing of the exchange with the USG have been satisfied and that no event has occurred that in our reasonable judgment would materially impair the anticipated benefits to us of the Exchange Offers or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise), income, operations or prospects. See “The Exchange Offers—Conditions of the Exchange Offers.” In addition, in order to complete the USG/Private Holders Transactions, several customary closing conditions must be satisfied, including the receipt of material regulatory approvals. The foregoing conditions may not be satisfied, and if not satisfied or waived, the Exchange Offers may not occur or may be delayed.

If the Exchange Offers and the USG/Private Holders Transactions are not completed or are delayed, or if stockholder approval of the Authorized Share Increase is not obtained or delayed, we may be subject to the following material risks:

- the market price of our Common Stock may decline to the extent that the current market price of our Common Stock reflects a market assumption that the Exchange Offers and the USG/Private Holders Transactions have been or will be completed;
- the market price of our Public Preferred Depositary Shares and Trust Preferred Securities may decline to the extent that the current market price of our Public Preferred Depositary Shares and Trust Preferred Securities reflects a market assumption that the Exchange Offers and the USG/Private Holders Transactions have been or will be completed;
- we may not be able to increase our TCE or Tier 1 Common and thus fail to increase a key measure of financial strength as viewed by our regulators and the market;
• we may be required to raise capital privately or issue mandatory convertible preferred stock and related warrants to the U.S. Treasury pursuant to the SCAP;

• for the first six months following issuance, each Interim Security will receive dividends in an amount equal to dividends paid on the number of shares of Common Stock into which such Interim Security is convertible; if the Authorized Share Increase is not approved within six months of the issuance of the Interim Securities, each Interim Security will accrue cumulative dividends equal to the greater of (x) 9% (increasing by 2 percentage points each quarter up to a cap of 19%) and (y) the dividend actually paid on the number of shares of Common Stock into which such Interim Security is convertible. If stockholder approval of the Authorized Share Increase is not obtained or is delayed, the Interim Securities will remain outstanding and will accrue dividends at a rate that will become more expensive to us over time (up to a cap). As a result, our TCE and Tier 1 Common may not improve to the desired level and if your Subject Securities are accepted for exchange, you will hold shares of Common Stock that are subordinated to the Interim Securities; and

• if stockholder approval of the Authorized Share Increase is not obtained within six months of the issuance of the Warrants, the Warrants for 790 million shares of Common Stock will become exercisable at a price of $.01 per share and such exercise will be materially dilutive to existing holders of our Common Stock.

Risks Related to Not Participating in the Exchange Offers

If the Exchange Offers are successful, there may no longer be a trading market for the Public Preferred Depositary Shares, the market price for Public Preferred Depositary Shares may be depressed and there may be a limited trading market for certain series of the Trust Preferred Securities.

The Public Preferred Depositary Exchange Offers are for any and all Public Preferred Depositary Shares and any Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers will remain outstanding after the completion of such Exchange Offers. In the event that a sufficiently small number of Public Preferred Depositary Shares remain outstanding following such Exchange Offers, the reduction in the number of Public Preferred Depositary Shares available for trading and the suspension of dividends on the Public Preferred Depositary Shares may have a significant and adverse effect on the liquidity of any trading market for, and the market price of, Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers. There may not be an active market for the Public Preferred Depositary Shares, and, if we delist the Public Preferred Depositary Shares, holders of Public Preferred Depositary Shares may have an illiquid investment indefinitely.

Depending on the amount and series of Trust Preferred Securities that are accepted for exchange in the Trust Preferred Exchange Offer, the trading market for certain series of the Trust Preferred Securities that remain outstanding after the Trust Preferred Exchange Offer may be more limited. A reduced trading volume may decrease the price and increase the volatility of the market price of the Trust Preferred Securities that remain outstanding following the Trust Preferred Exchange Offer.

The Public Preferred Stock Amendments, if approved, will eliminate certain significant rights of the holders of Public Preferred Depositary Shares.

If we complete the Public Preferred Depositary Exchange Offers and obtain approval of the Public Preferred Stock Amendments, significant rights of holders of Public Preferred Depositary Shares will be eliminated, including their right (i) to receive preferred dividends before any junior securities; (ii) to receive dividends proportionately with all other series of stock that rank equally with such series of preferred stock, in the event that dividends have not been paid in full on such series of preferred stock; and (iii) subject to delisting of the Public Preferred Depositary Shares, to elect two additional directors to our board of directors in the event that we do not pay dividends on such series of preferred stock for six quarterly dividend periods (or in the case of the Series E Public Preferred Stock, for three semi-annual dividend periods), whether or not consecutive.
USE OF PROCEEDS

We will not receive any cash proceeds from the Exchange Offers.

CAPITALIZATION

The following table sets forth the carrying amount of our capitalization, as of March 31, 2009, on an actual basis and on a pro forma basis to reflect: (i) completion of the Exchange Offers and the USG/Private Holders Transactions under the Low Participation Scenario (as defined under “Unaudited Pro Forma Financial Information” above) and (ii) completion of the Exchange Offers and the USG/Private Holders Transactions under the High Participation Scenario (as defined under “Unaudited Pro Forma Financial Information” above). This table should be read in conjunction with the information set forth under “Selected Financial Data” and “Unaudited Pro Forma Financial Information” and our consolidated unaudited financial statements set forth in our Quarterly Report on Form 10-Q for the three months ended March 31, 2009, which are incorporated by reference into this document.

<table>
<thead>
<tr>
<th></th>
<th>As of March 31, 2009</th>
<th>Pro Forma for Exchange Offers and USG/Private Holders Transactions (Low)</th>
<th>Pro Forma for Exchange Offers and USG/Private Holders Transactions (High)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>$762,696</td>
<td>$360,987</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$762,696</td>
<td>$347,440</td>
</tr>
<tr>
<td>Total deposits</td>
<td></td>
<td>$762,696</td>
<td>$762,696</td>
</tr>
<tr>
<td>Long-term debt(1)</td>
<td>337,252</td>
<td>360,987</td>
<td>347,440</td>
</tr>
<tr>
<td>Mandatorily redeemable Trust Preferred Securities</td>
<td>24,532</td>
<td>48,267</td>
<td>34,720</td>
</tr>
<tr>
<td>Common shareholders’ equity</td>
<td>69,688</td>
<td>100,692</td>
<td>130,114</td>
</tr>
<tr>
<td>Total Stockholders’ Equity</td>
<td>143,934</td>
<td>115,616</td>
<td>130,114</td>
</tr>
</tbody>
</table>

(1) Includes the pro forma amounts for liabilities related to mandatorily redeemable Trust Preferred Securities.

REGULATORY CAPITAL RATIOS

The following table sets forth Citigroup’s regulatory capital ratios, as of March 31, 2009, on an “as reported” basis, as well as the basis point impacts to the ratios under pro forma bases. The pro forma bases present: (i) completion of the Exchange Offers and the USG/Private Holders Transactions under the Low Participation Scenario (as defined under “Unaudited Pro Forma Financial Information” above) and (ii) completion of the Exchange Offers and the USG/Private Holders Transactions under the High Participation Scenario (as defined under “Unaudited Pro Forma Financial Information” above). This table should be read in conjunction with the information set forth under “Selected Financial Data” and “Unaudited Pro Forma Financial Information” and our consolidated unaudited financial statements set forth in our Form 10-Q for the quarterly period ended March 31, 2009, which are incorporated by reference into this document.
The pro forma impacts presented in the table also reflect the fair value of the trust preferred securities to be issued under both the Low and High Participation Scenarios, as well as the assumption that the fair value of the trust preferred securities is approximately 60% of their liquidation amount.

<table>
<thead>
<tr>
<th></th>
<th>As Reported %</th>
<th>As Pro Forma for Exchange Offers USG/Private Holders Transactions (Low) Bps</th>
<th>As Pro Forma for Exchange Offers USG/Private Holders Transactions (High) Bps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 Common</td>
<td>2.16</td>
<td>+344</td>
<td>+623</td>
</tr>
<tr>
<td>Tier 1 Capital</td>
<td>11.92</td>
<td>-41</td>
<td>-3</td>
</tr>
<tr>
<td>Total Capital</td>
<td>15.61</td>
<td>-4</td>
<td>-3</td>
</tr>
<tr>
<td>Leverage</td>
<td>6.60</td>
<td>-25</td>
<td>-3</td>
</tr>
</tbody>
</table>

Tier 1 Capital Implications of Trust Preferred Securities Issued under Low and High Participation Scenarios

Under the Low Participation Scenario, in which it is assumed that none of the Public Preferred Depositary Shares and none of the Trust Preferred Securities are exchanged for Common Stock, 50% of the liquidation preference of the $25 billion of USG Series H preferred stock would be exchanged for Common Stock and the remaining 50% of liquidation preference would be exchanged for new trust preferred securities. As a result, the total amount of preferred stock held by the USG that would be exchanged or converted to trust preferred securities would have a liquidation preference of approximately $39.5 billion, comprised of Series I preferred stock of $20 billion, Series G preferred stock of approximately $7 billion, and Series H preferred stock of $12.5 billion. On a pro forma basis, under this scenario, approximately $3.8 billion of the newly issued trust preferred securities would be excludable from Tier 1 Capital, exceeding the risk-based capital limit on the amount of qualifying trust preferred securities allowable within Tier 1 Capital. Citigroup estimates, on a pro forma basis, that approximately $5.7 billion of the approximately $14.9 billion of Public Preferred Depositary Shares would need to participate in the exchange for Common Stock, assuming none of the Trust Preferred Securities participate, so as to preclude the exclusion of any newly issued trust preferred securities from Tier 1 Capital.

Under the High Participation Scenario, it is assumed that all of the USG Series H preferred stock, all of the convertible preferred stock held by the Private Holders, all of the Public Preferred Depositary Shares, and approximately $5.6 billion of the Trust Preferred Securities (an aggregate liquidation preference and amount of approximately $58.0 billion), would be exchanged for Common Stock. On a pro forma basis, under this scenario, none of the resultant trust preferred securities to be issued in connection with the conversion of the USG Series I preferred stock and Series G preferred stock would be excludable from Tier 1 Capital.
THE EXCHANGE OFFERS

Purpose and Background of the Transactions

On February 27, 2009, we announced that we would exchange certain series of our preferred stock held by the USG and the Private Holders for Interim Securities and Warrants to purchase Common Stock, as described below, and that we would commence the Exchange Offers.

Purpose of the Exchange Offers

Citigroup is subject to risk-based capital ratio guidelines issued by the FRB. One such ratio, Tier 1 Capital, is considered “core capital.” Tier 1 Capital is stated as a percentage of risk-weighted assets. To be “well capitalized” under FRB regulations, a financial institution must have a Tier 1 Capital of at least 6%.

In the past, Citigroup (and its regulators, including the FRB) have focused on Tier 1 Capital as the most important measure of risk capital for financial institutions, and based on Citigroup’s Tier 1 Capital of 11.9% as of March 31, 2009, Citigroup has been very well capitalized. However, a view has recently developed that TCE and Tier 1 Common are important metrics for analyzing a financial institution’s financial condition and capital strength.

The primary purpose of the Exchange Offers and USG/Private Holders Transactions is to make Citigroup a strongly capitalized bank on a TCE and Tier 1 Common basis. As defined by Citigroup, TCE represents common equity less goodwill and intangible assets (excluding mortgage servicing rights) net of the related deferred tax liabilities. Depending on the level of participation in the Exchange Offers and completion of the USG/Private Holders Transactions, Citigroup’s TCE would increase by up to approximately $60 billion and Tier 1 Common would increase by up to approximately $64 billion as of March 31, 2009 on a pro forma basis as a result of the Exchange Offers and USG/Private Holders Transactions.

Background to the Transactions

In the USG/Private Holders Transactions, we will exchange certain series of our preferred stock held by the USG and the Private Holders for Interim Securities at an exchange price (referred to herein as the “related offers exchange ratio”) of $3.25 per share (relative to the aggregate liquidation preference of the preferred stock exchanged) and for Warrants. The material terms of the Interim Securities and Warrants are described below.

The interim securities (the “Interim Securities”) are a new class of stock to be created from our blank check preferred stock authority, to be designated as “Series M Common Stock Equivalent.” The following are the material terms of the Interim Securities:

- the number of Interim Securities to be issued to any holder will be determined by the related offers exchange ratio;
- the Interim Securities will automatically convert into shares of Common Stock if the Authorized Share Increase is approved by our stockholders;
- for the first six months following issuance, each Interim Security will receive dividends in an amount equal to dividends paid on the number of shares of Common Stock into which such Interim Security is convertible; if the Authorized Share Increase is not approved within six months of the issuance of the Interim Securities, each Interim Security will have a cumulative dividend equal to the greater of (x) 9% (increasing by 2 percentage points each quarter up to a cap of 19%) and (y) the dividend actually paid on the number of shares of Common Stock into which such Interim Security is convertible;
- the Interim Securities will rank equally with the Public Preferred Stock in the event that we liquidate or dissolve;
• after six months following the issuance of the Interim Securities, the Interim Securities will rank equally with the Public Preferred Stock with respect to (x) receiving dividends proportionately with all other series of stock that rank equally with such series in the event that dividends on such series have not been paid in full and (y) the right to, together with other parity stock (subject to the results of the vote with respect to the Director Amendment), elect two additional directors to our board of directors in the event that we do not pay dividends on the Interim Securities for six quarterly dividend periods (or in the case of the Series E Public Preferred Stock for three semi-annual dividend periods), whether or not consecutive;

• the Interim Securities will have the right to (x) receive dividends before any junior stock or other preferred stock dividends are paid after six months following issuance of the Interim Securities, subject to the dividend sharing provision described in (x) in the paragraph above, and (y) approve any amendment to our Certificate of Incorporation that would adversely affect the Interim Securities voting as a separate class; and

• generally, the Interim Securities will have the same voting rights as the Common Stock and will vote together, as one class with holders of our Common Stock; however, the Interim Securities do not have voting rights on the Common Stock Amendments, and the Interim Securities will not vote on any of the Public Preferred Stock Amendments, provided they are not outstanding on the Preferred Stock Record Date.

Warrants (each, a “Warrant”) to purchase our Common Stock will be issued to each of the USG and the Private Holders. The following are the material terms of the Warrants:

• the Warrants will only become exercisable if the Authorized Share Increase is not approved by our stockholders within six months after the issuance of the Warrants;

• if the Authorized Share Increase is approved by our stockholders, the Warrants will automatically expire;

• the exercise price of the Warrants will be equal to $0.01 per share; and

• the total number of shares of Common Stock underlying the Warrants will be 790,000,000.

Other material terms of the USG/Private Holders Transactions include the following:

• the USG would participate in the USG/Private Holders Transactions on a “dollar-for-dollar” basis with the exchanging Private Holders of our preferred stock, who collectively hold preferred stock with an aggregate liquidation preference of $12.5 billion;

• the USG’s participation is conditioned on at least $11.5 billion in aggregate liquidation preference of our preferred stock being exchanged by the Private Holders;

• the USG has also agreed to exchange an additional amount of its preferred stock to match on a “dollar-for-dollar basis” the aggregate liquidation preference or amount of the Subject Securities exchanged in the Exchange Offers, subject to an overall cap of $25 billion aggregate liquidation preference of USG Preferred Stock exchanged;

• the USG and the FDIC currently hold Citigroup preferred stock with an aggregate liquidation preference of approximately $52 billion. The preferred stock that is not exchanged by the USG in the USG/Private Holders Transactions, and the preferred stock held by the FDIC, will be exchanged for a new series of trust preferred securities with a coupon of 8% and having other material terms substantially similar to our outstanding TRUPS®; and

• each of the USG and the Private Holders exchanging in the USG/Private Holders Transactions is entitled to preemptive rights if we issue Common Stock (or securities that are convertible or
exercisable into or exchangeable for Common Stock) within one year after the consummation of the USG/Private Holders Transactions at a price per share of Common Stock of less than $3.25 (or if the conversion, exercise or exchange price per share of Common Stock is less than $3.25), as appropriately adjusted in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to Common Stock.

The consummation of the USG/Private Holders Transactions is also subject to certain conditions, including the receipt of material regulatory approvals and the accuracy of representations and warranties of each party. We cannot assure you that the Authorized Share Increase will be approved by our stockholders or that the USG/Private Holders Transactions will be consummated on the terms or schedule described above. See “Risk Factors.” For a more detailed description of the agreements with the Private Holders, see “The Exchange Agreements.”

Ordinarily, stockholders would be required to approve the Exchange Offers and the issuance of the Interim Securities because Rule 312.03(c)(1) of the Listed Company Manual of the NYSE requires us to obtain stockholder approval to issue Common Stock if the Common Stock has, or will have upon issuance, voting power equal to or in excess of 20% of the voting power outstanding before the issuance, or if the Common Stock is, or will be upon issuance, equal to or in excess of 20% of the number of shares of Common Stock outstanding before the issuance. Assuming 100% participation in the Exchange Offers, the issuance of Common Stock in exchange for Public Preferred Depositary Shares and Trust Preferred Securities pursuant to the Exchange Offers, and the issuance of the Interim Securities, would satisfy both of these tests. However, pursuant to an exception in Section 312.05 of the NYSE Listed Company Manual, our Audit and Risk Management Committee approved our obtaining a waiver in lieu of seeking stockholder approval that would otherwise have been required under Section 312.03. We believe that speed and certainty in consummating the Exchange Offers and the USG/Private Holders Transactions on the announced structure (without delay for stockholder approval or other conditions) is crucial, taking into account the new emphasis on TCE and Tier 1 Common, the agreements we have with our regulators (including the FRB), and the belief that prompt execution of the Exchange Offers and the USG/Private Holders Transactions is critical for protecting market confidence in Citigroup. We received approval from the NYSE for the use of the exception, and in connection with such exception, mailed the requisite letter to all stockholders notifying them of our intention to issue the securities without prior stockholder approval. Therefore, we have not and will not be seeking stockholder approval for the issuance of Common Stock in connection with the Exchange Offers or for the issuance of the Interim Securities.

Amendments to the Trust Preferred Securities

Prior to the completion of the Exchange Offers, we intend to add provisions to the amended and restated declarations of trust of all series of the Trust Preferred Securities that will allow us to deliver any Trust Preferred Securities held by us, including any such securities accepted for exchange in the Trust Preferred Exchange Offer, to the applicable trustee for cancellation. In exchange, the applicable trustee will return to us a corresponding amount of underlying junior subordinated debt. The junior subordinated debt can then be presented by us to the applicable debt trustee for cancellation under the existing terms of the applicable indentures. We also intend to add provisions to the junior subordinated debt securities underlying each series of E-TruPS® that would give us the option of selling depositary shares representing fractional interests in a share of common equivalent preferred stock in order to satisfy our obligations under the alternative payment mechanism feature of the E-TruPS®. No approval of holders of Trust Preferred Securities is required or sought in connection with these amendments. There will be no other changes made to the current terms of the Trust Preferred Securities.

The Amendments

Together with this document, we have delivered the Preferred Stock Proxy Statement and the Common Stock Proxy Statement to holders of our Public Preferred Depositary Shares and we have delivered the Common Stock Proxy Statement to holders of our Trust Preferred Securities.
Public Preferred Stock Amendments

We are seeking approval of the holders of our Public Preferred Depositary Shares and our Common Stock to amend our Certificate of Incorporation and the certificates of designation of each series of Public Preferred Stock as follows:

- to eliminate the requirement that:
  - full dividends on all outstanding shares of the series of Public Preferred Stock must have been declared and paid or declared and set aside before we may pay any dividend on, make any distributions relating to, or redeem, purchase, acquire or make a liquidation payment relating to our common stock or any other securities junior to such series of Public Preferred Stock;
  - if full dividends are not declared in full on any series of Public Preferred Stock, dividends with respect to all series of stock ranking equally with such series of Public Preferred Stock will be declared on a proportional basis, such that no series is paid a greater percentage of its stated dividend than any other equally ranking series; and
  - dividends on outstanding shares of preferred stock be paid or declared and set apart for payment, before any dividends may be paid or declared and set apart for payment on any outstanding shares of common stock (collectively, the “Dividend Blocker Amendment”);

- to eliminate, upon the delisting of a series of Public Preferred Depositary Shares, the right of holders of Public Preferred Stock to elect two additional directors if dividends have not been paid for six quarterly dividend periods (or, in the case of the Series E Public Preferred Stock, for three semi-annual dividend periods), whether or not consecutive (the “Director Amendment”);

- to clarify that any shares of any series of Public Preferred Stock acquired by us may not be reissued by us as part of such series, and will instead be restored to the status of authorized but unissued shares of preferred stock without designation as to series (the “Retirement Amendment”); and

- to increase the number of authorized shares of preferred stock from 30 million to 2 billion (the “Authorized Preferred Stock Increase”).

Pursuant to the Preferred Stock Proxy Statement, we are soliciting Voting Instructions from holders of the Public Preferred Depositary Shares as of the Preferred Stock Record Date.

In order to validly tender your Public Preferred Depositary Shares in the Exchange Offers, you must: (1) if you were a record holder of your Public Preferred Depositary Shares as of the Preferred Stock Record Date, give a voting instruction, in the manner specified in the letter of transmittal, with respect to such Public Preferred Depositary Shares, instructing BONY, as depositary, to grant a proxy to execute a written consent in favor of each of the Public Preferred Stock Amendments, or (2) if you were a beneficial owner of Public Preferred Depositary Shares as of the Preferred Stock Record Date, contact your bank, broker, custodian or other nominee promptly and instruct it to give to BONY, as depositary, a voting instruction, in the manner specified in the letter of transmittal, with respect to such Public Preferred Depositary Shares, in favor of the Public Preferred Stock Amendments.

If you were not a record or beneficial holder of your Public Preferred Depositary Shares as of the Preferred Stock Record Date, you will not be required to grant a Tendering Voting Instruction with respect to such shares in order to tender your shares in the Exchange Offers, but you will be required to certify that you were not a holder of Public Preferred Depositary Shares as of the Preferred Stock Record Date and are not entitled to grant a proxy with respect to such Public Preferred Depositary Shares.

If you do not wish to tender your Public Preferred Depositary Shares in an Exchange Offer, but you wish to take action with respect to the Public Preferred Stock Amendments, you must: (1) if you were a record holder of your Public Preferred Depositary Shares as of the Preferred Stock Record Date, give a voting instruction to BONY using the detachable form provided in the letter of transmittal instructing BONY, as depositary,
consent to, withhold consent on, or abstain on each Public Preferred Stock Amendment and discard the remaining portions of the letter of transmittal, or (2) if you were a beneficial owner of Public Preferred Depositary Shares as of the Preferred Stock Record Date, contact your bank, broker, custodian or other nominee promptly and instruct it to give a voting instruction on your behalf to BONY, as depositary.

Under Delaware law and our Certificate of Incorporation, the affirmative written consent of holders, as of the close of business on the Preferred Stock Record Date, of (1) each of two-thirds of the Public Preferred Depositary Shares, voting together as a class, and a majority of the Common Stock, voting as a class, are required to approve each of the Dividend Blocker Amendment, the Director Amendment and the Retirement Amendment and (2) a majority of the Public Preferred Depositary Shares and the USG Preferred Stock, voting together as a class, and a majority of the Common Stock, voting as a class, are required to approve the Authorized Preferred Stock Increase. In addition, two-thirds of each series of the USG Preferred Stock are required to approve the amendment described in the third bullet of the Dividend Blocker Amendment.

When voting on the Dividend Blocker Amendment, the Retirement Amendment and the Authorized Preferred Stock Increase, the Public Preferred Stock votes by number of shares, with holders being entitled to one vote per share of Public Preferred Stock. When voting on the Director Amendment, the Public Preferred Stock votes by liquidation preference and each share of Series E, Series F and Series AA Preferred Stock is entitled to 25,000 votes and each share of Series T Preferred Stock is entitled to 50,000 votes. Pursuant to depositary agreements entered into by the holders of the Public Preferred Depositary Shares and BONY, as depositary, will vote the shares of each series of Public Preferred Stock in accordance with the votes of the relevant series of Public Preferred Depositary Shares.

Each Series F, Series AA and Series T Public Preferred Depositary Share represents a 1/1,000th fractional interest in a share of Series F, Series AA or Series T Preferred Stock and each Series E Public Preferred Depositary Share represents a 1/25th fractional interest in a share of Series E Preferred Stock. Accordingly, when voting on the Dividend Blocker Amendment, the Retirement Amendment and the Authorized Preferred Stock Increase, the holder of each Series F, Series AA and Series T Public Preferred Depositary Share is entitled to 1/1,000th of a vote per Public Preferred Depositary Share held as of the Preferred Stock Record Date and the holder of each Series E Public Preferred Depositary Share is entitled to 1/25th of a vote per Series E Public Preferred Depositary Share held as of the Preferred Stock Record Date. When voting on the Director Amendment, the holder of each Series F and Series AA Public Preferred Depositary Share is entitled to 25 votes per Public Preferred Depositary Share held as of the Preferred Stock Record Date, the holder of each Series E Public Preferred Depositary Share is entitled to 1,000 votes per Public Preferred Depositary Share held as of the Record Date, and the holder of each Series T Public Preferred Depositary Share is entitled to 50 votes per Public Preferred Depositary Share held as of the Preferred Stock Record Date. Fractional votes of each Public Preferred Depositary Share on each matter will be aggregated with the fractional votes of other Public Preferred Depositary Shares submitting the same Voting Instructions on that matter, and the Voting Trustee will grant or withhold written consents or abstain on each matter for the number of whole shares resulting from such aggregation in accordance with the instructions on the Voting Instruction.

For additional information on the Public Preferred Stock Amendments, please refer to the Preferred Stock Proxy Statement delivered to you together with this document.

Common Stock Amendments

In addition to the Public Preferred Stock Amendments, we are also seeking the approval of the following proposals to amend our Certificate of Incorporation:

- increasing the number of authorized shares of Common Stock from 15 billion to [ ];
- (i) effecting a reverse stock split of our Common Stock at any time prior to June 30, 2010 at one of seven reverse split ratios, 1-for-2, 1-for-5, 1-for-10, 1-for-15, 1-for-20, 1-for-25 or 1-for-30, as determined by our board of directors in its sole discretion, and (ii) if and when the reverse stock split is
effected, reducing the number of authorized shares of our Common Stock by the reverse stock split ratio determined by the board of directors; and

• eliminating the voting rights of shares of Common Stock with respect to any amendment to the Certificate of Incorporation (including any Certificate of Designation related to any series of preferred stock) that relates solely to the terms of one or more outstanding series of preferred stock, if such series of preferred stock is entitled to vote, either separately or together as a class with the holders of one or more other such series, on such amendment.

Pursuant to the Common Stock Proxy Statement, we are soliciting your Proxy Instructions of the shares of Common Stock that you will receive if we accept any Public Preferred Depositary Shares or Trust Preferred Securities for exchange in the Exchange Offers.

We will not accept your Public Preferred Depositary Shares or Trust Preferred Securities for exchange unless you follow the procedures contained in the letter of transmittal related to the applicable Exchange Offer to instruct the Voting Trustee of the Voting Trust to grant a proxy to the individuals designated by Citigroup in the Voting Trust Agreement to execute a written consent to approve each of the Common Stock Amendments in respect of the Common Stock to be issued to you in the Exchange Offers. If we accept your Public Preferred Depositary Shares or Trust Preferred Securities for exchange in the Exchange Offers, your Proxy Instructions (and the proxy granted by the Voting Trustee) will become irrevocable, and you will not be able to change your vote.

Approval of the Common Stock Amendments requires the affirmative written consent of a majority of the shares of our Common Stock outstanding at the close of business on the record date for the Common Stock Amendments, which will be the settlement date of the Exchange Offers.

By tendering your Public Preferred Depositary Shares or Trust Preferred Securities in the Exchange Offers in accordance with the applicable letter of transmittal, you irrevocably (i) agree and consent to all of the Common Stock Amendments, (ii) instruct the Voting Trustee to grant a proxy in favor of the Common Stock Amendments, (iii) subject to and effective upon acceptance for exchange of your tendered Public Preferred Depositary Shares or Trust Preferred Securities, agree to the terms of the Voting Trust Agreement and (iv) acknowledge that by tendering your Public Preferred Depositary Shares or Trust Preferred Securities, you will become a party to the Voting Trust Agreement. The shares of Common Stock issued pursuant to the Exchange Offers will be delivered to the Voting Trust on the settlement date of the Exchange Offers to be held in trust. The Voting Trustee, pursuant to the terms of the Voting Trust Agreement, will execute and deliver a proxy in respect of such Common Stock to the individuals named in the Voting Trust Agreement to execute a written consent in favor of the Common Stock Amendments. The shares of Common Stock issued in exchange for your tendered Public Preferred Depositary Shares of Trust Preferred Securities will thereafter be released from the Voting Trust within one business day and will be distributed to you.

For additional information on the Common Stock Amendments, please refer to the Common Stock Proxy Statement delivered to you together with this document.

Terms of the Public Preferred Depositary Exchange Offers

Generally

We are offering to issue shares of our Common Stock in exchange for any and all issued and outstanding Public Preferred Depositary Shares, validly tendered and not validly withdrawn, on or prior to the expiration date, upon the terms and subject to the conditions set forth in this document and in the applicable letter of transmittal (including, if any Public Preferred Depositary Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment). You may exchange any or all of your Public Preferred Depositary Shares in any Public Preferred Depositary Exchange Offer only in amounts equal to permitted
denominations of such Public Preferred Depositary Shares. All Public Preferred Depositary Shares accepted for exchange in the Public Preferred Depositary Exchange Offers will be retired by the board of directors and restored to the status of authorized but unissued shares of preferred stock without designation as to series.

Offer Consideration

With respect to each outstanding Public Preferred Depositary Share, we are offering a number of shares of Common Stock equal to (a) the product of (i) the liquidation preference per Public Preferred Depositary Share and (ii) the applicable exchange factor, divided by (b) $3.25, the price at which we are valuing the Common Stock to be issued in the Exchange Offers. No payment will be made in respect of undeclared future dividends on the Public Preferred Depositary Shares. Set forth below is a table that shows, with respect to each series of Public Preferred Depositary Shares, the aggregate liquidation preference outstanding, the liquidation preference per Public Preferred Depositary Share, the exchange factor and the number of shares of Common Stock that we are offering to issue in exchange for each Public Preferred Depositary Share.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Aggregate Liquidation Preference Outstanding</th>
<th>Liquidation Preference Per Preferred Depositary Share</th>
<th>Exchange Factor (as a percentage of Liquidation Preference)</th>
<th>Number of Shares of Common Stock Offered Per Public Preferred Depositary Share*</th>
</tr>
</thead>
<tbody>
<tr>
<td>172967556</td>
<td>8.500% Non-Cumulative Preferred Stock, Series F</td>
<td>$2,040,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>172967ER8</td>
<td>8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E</td>
<td>$6,000,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769**</td>
</tr>
<tr>
<td>172967572</td>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>$3,715,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>172967598</td>
<td>6.500% Non-Cumulative Convertible Preferred Stock, Series T</td>
<td>$3,168,650,000</td>
<td>$50</td>
<td>85%</td>
<td>13.0769</td>
</tr>
</tbody>
</table>

* Number of Shares of Common Stock offered per Public Preferred Depositary Share calculated by multiplying (a) the liquidation preference per Public Preferred Depositary Share by (b) the Exchange Factor, and dividing this amount by $3.25, the price at which Citigroup is valuing the Common Stock to be issued in the Exchange Offers.

** Number of shares of Common Stock offered per $1,000 liquidation preference.

Each Public Preferred Depositary Exchange Offer Constitutes a Separate Offer

The Public Preferred Depositary Exchange Offers consist of four separate exchange offers, one with respect to each series of Public Preferred Depositary Shares. Each of the Public Preferred Depositary Exchange Offers is subject to terms and conditions that must be satisfied with respect to such Public Preferred Depositary Exchange Offer, and we may accept, extend, amend or terminate any Public Preferred Depositary Exchange Offer independent of each other Public Preferred Depositary Exchange Offer. See “Conditions of the Exchange Offers” below.

Each Public Preferred Depositary Exchange Offer is for any and all Public Preferred Depositary Shares of the relevant series of Public Preferred Depositary Shares and therefore will not be assigned an Acceptance Priority Level or be subject to prorationing.

Terms of the Trust Preferred Exchange Offer

Generally

Concurrently with the Public Preferred Depositary Exchange Offers, we are also offering to issue shares of our Common Stock in exchange for a number of issued and outstanding Trust Preferred Securities with an aggregate liquidation amount equal to $20.5 billion, less the aggregate liquidation preference of all Public
Preferred Depositary Shares accepted for exchange in the Public Preferred Depositary Exchange Offers, provided that, if accepting such liquidation amount of Trust Preferred Securities for exchange would result in the number of shares of Common Stock issued in the Exchange Offers exceeding the Aggregate Share Cap, then the aggregate liquidation amount of Trust Preferred Securities that we will accept for exchange in the Trust Preferred Exchange Offers will be reduced to the maximum liquidation amount of Trust Preferred Securities that we could accept for exchange without exceeding the Aggregate Share Cap. We refer to this amount as the “Remaining Amount.” The Remaining Amount will be not less than approximately $5.6 billion and will be higher in the event that less than all of the $14.92 billion aggregate liquidation preference of Public Preferred Depositary Shares is tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers. You may exchange any or all of your Trust Preferred Securities in the Trust Preferred Exchange Offer only in amounts equal to permitted denominations of such Trust Preferred Securities. The Aggregate Share Cap is the maximum number of shares of Common Stock that we will issue in the Exchange Offers, which shall not exceed 5,992,307,693.

The Remaining Amount cannot be calculated until all of the Public Preferred Depositary Exchange Offers have been completed. As a result, you will not know the Remaining Amount, or whether we will accept your Trust Preferred Securities for exchange if you tender Trust Preferred Securities within Acceptance Priority Levels 4-14, at the time that you tender your Trust Preferred Securities. In any event, the Remaining Amount will be such that Citigroup is offering to exchange any and all issued and outstanding 8.300% E-TruPS®, 7.875% E-TruPS® and 7.250% E-TruPS®, comprising Acceptance Priority Levels 1, 2 and 3, without prorationing. In the event that less than approximately $4.87 billion in aggregate liquidation preference of Public Preferred Depositary Shares are accepted for exchange, Citigroup will be able to accept for exchange any and all validly tendered Trust Preferred Securities in the Trust Preferred Exchange Offer. We currently intend that any Trust Preferred Securities accepted for exchange will be delivered to the trustee of the relevant Trust for cancellation.

The maximum amount of Trust Preferred Securities that could be exchanged pursuant to the Trust Preferred Exchange Offer is approximately $15.63 billion in aggregate liquidation amount, assuming less than $4.87 billion aggregate liquidation preference of Public Preferred Depositary Shares are validly tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers. The minimum amount of Trust Preferred Securities that we are offering to accept for exchange pursuant to the Trust Preferred Exchange Offer is approximately $5.6 billion in aggregate liquidation amount, assuming the Public Preferred Depositary Exchange Offers are fully subscribed.

Upon the terms and subject to the conditions set forth in this document and in the applicable letter of transmittal (including, if the Trust Preferred Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for exchange all Trust Preferred Securities within Acceptance Priority Levels 1-3 that are validly tendered and not validly withdrawn on or prior to the expiration date, and subject to the Acceptance Priority Levels and prorationing, as described below under “Acceptance Priority Levels; Prorationing” all other Trust Preferred Securities that are validly tendered and not validly withdrawn on or prior to the expiration date.

The Trust Preferred Exchange Offer consists of a single offer with respect to all series of Trust Preferred Securities. The aggregate liquidation amount of Trust Preferred Securities that will be accepted for exchange in the Trust Preferred Exchange Offer is limited to the Remaining Amount, which must be allocated among the series of Trust Preferred Securities. Therefore we have assigned each series of Trust Preferred Securities an Acceptance Priority Level. See “Acceptance Priority Levels; Prorationing” below.

**Offer Consideration**

With respect to each outstanding Trust Preferred Security, we are offering a number of shares of Common Stock equal to (a) the product of (i) the liquidation amount per Trust Preferred Security and (ii) the applicable exchange factor, divided by (b) $3.25, the price at which we are valuing the Common Stock to be issued in the Exchange Offers. In the case of the 6.829% E-TruPS®, which is denominated in U.K. pounds, U.S. dollar
equivalents and the number of shares of Common Stock offered per Trust Preferred Security were derived using the U.S. dollar/U.K. pound exchange rate of $1.4318, as reported by Bloomberg on February 27, 2009, the date we announced the Exchange Offers. You will not receive any consideration for accrued and unpaid distributions on your Trust Preferred Securities tendered in the Trust Preferred Exchange Offer.

Set forth below is a table that shows, with respect to each series of Trust Preferred Securities, the aggregate liquidation amount outstanding, the liquidation amount per Trust Preferred Security, the exchange factor and the number of shares of Common Stock that we are offering to issue in exchange for each Trust Preferred Security.

<table>
<thead>
<tr>
<th>Acceptance Priority Level</th>
<th>CUSIP</th>
<th>Title of Securities</th>
<th>Issuer</th>
<th>Aggregate Liquidation Amount Outstanding</th>
<th>Liquidation Amount Per Trust Preferred Security</th>
<th>Exchange Factor (as a percentage of Liquidation Amount)</th>
<th>Number of Shares of Common Stock Offered Per Trust Preferred Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>173094AA1</td>
<td>8.300% E-TruPS®</td>
<td>Citigroup Capital XXI</td>
<td>$3,500,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769(2)</td>
</tr>
<tr>
<td>2</td>
<td>173085200</td>
<td>7.875% E-TruPS®</td>
<td>Citigroup Capital XX</td>
<td>$787,500,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>3</td>
<td>17311U200</td>
<td>7.250% E-TruPS®</td>
<td>Citigroup Capital XIX</td>
<td>$1,225,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>4</td>
<td>17309E200</td>
<td>6.875% E-TruPS®</td>
<td>Citigroup Capital XIV</td>
<td>$565,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>5</td>
<td>17310G202</td>
<td>6.500% E-TruPS®</td>
<td>Citigroup Capital XV</td>
<td>$1,185,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>6</td>
<td>17310L201</td>
<td>6.450% E-TruPS®</td>
<td>Citigroup Capital XVI</td>
<td>$1,600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>7</td>
<td>17311H209</td>
<td>6.350% E-TruPS®</td>
<td>Citigroup Capital XVII</td>
<td>$1,100,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>8</td>
<td>XS0306711473</td>
<td>6.829% E-TruPS®</td>
<td>Citigroup Capital XVIII</td>
<td>£1,000,000,000</td>
<td>£1,000</td>
<td>95%</td>
<td>418.52615(2)(3)</td>
</tr>
<tr>
<td>9</td>
<td>17305HAA6</td>
<td>7.625% TruPS®</td>
<td>Citigroup Capital III</td>
<td>$200,000,000</td>
<td>$1,000</td>
<td>95%</td>
<td>292.30769(2)</td>
</tr>
<tr>
<td>10</td>
<td>17306N203</td>
<td>7.125% TruPS®</td>
<td>Citigroup Capital VII</td>
<td>$1,150,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>11</td>
<td>17306R204</td>
<td>6.950% TruPS®</td>
<td>Citigroup Capital VIII</td>
<td>$1,400,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>12</td>
<td>173064205</td>
<td>6.100% TruPS®</td>
<td>Citigroup Capital X</td>
<td>$500,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>13</td>
<td>173066200</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital IX</td>
<td>$1,100,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
<tr>
<td>14</td>
<td>17307Q205</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital XI</td>
<td>$600,000,000</td>
<td>$25</td>
<td>95%</td>
<td>7.30769</td>
</tr>
</tbody>
</table>

(1) Number of Shares of Common Stock offered per Trust Preferred Security calculated by multiplying (a) the liquidation amount per Trust Preferred Security by (b) the exchange factor, and dividing this amount by $3.25, the price at which Citigroup is valuing the Common Stock to be issued in the Exchange Offers.

(2) Number of shares of Common Stock offered per $1,000 (or £1,100) liquidation amount.

(3) U.S. dollar equivalent value and number of shares for the 6.829% E-TruPS® calculated based on the U.S. dollar/U.K. pound exchange rate of $1.4318, as reported by Bloomberg on February 27, 2009, the date we announced the Exchange Offers. The number of shares of Common Stock offered per £1,000 of liquidation amount is 418.52615.

Acceptance Priority Levels; Prorationing

The Remaining Amount will be not less than approximately $5.6 billion, and will be higher in the event that less than all of the $14.92 billion aggregate liquidation preference of Public Preferred Depositary Shares is tendered and accepted for exchange in the Public Preferred Depositary Exchange Offers.

We will initially accept all validly tendered Trust Preferred Securities within Acceptance Priority Levels 1 through 3. The Remaining Amount will then be reduced by the liquidation amount of the securities so accepted (the “Adjusted Remaining Amount”). If the Adjusted Remaining Amount is greater than zero, we will accept tendered Trust Preferred Securities within the next sequential Acceptance Priority Level but only in an aggregate liquidation amount that is equal to or less than the Adjusted Remaining Amount. We will continue sequentially through each Acceptance Priority Level, each time reducing the Adjusted Remaining Amount by the aggregate liquidation amount of Trust Preferred Securities accepted, until we are unable to exchange all tendered Trust Preferred Securities within an Acceptance Priority Level without exceeding the Adjusted Remaining Amount. If we are unable to accept for exchange all tendered Trust Preferred Securities within an Acceptance Priority Level, then we will accept for exchange only a pro rata portion of the Trust Preferred Securities within that Acceptance Priority Level. We will not accept any additional Trust Preferred Securities after the Adjusted Remaining Amount equals zero.
In the event that prorationing of a series of Trust Preferred Securities is required, we will determine the final prorationing factor promptly following the expiration date and will announce the results of prorationing by press release. In applying the prorationing factor, we will multiply the amount of each tender by the prorationing factor and round the resultant amount down to the nearest authorized denomination for the applicable series of Trust Preferred Securities. You may also obtain this information from the Information Agent or the Dealer Manager after we have made the determination. In the event that any of your Trust Preferred Securities are not accepted for exchange due to its Acceptance Priority Level or prorationing, we will promptly return these Trust Preferred Securities to you.

Conditions of the Exchange Offers

Notwithstanding any other provision of any Exchange Offer, we will not be required to accept for exchange, or to issue Common Stock in respect of, any Subject Securities tendered pursuant to any Exchange Offer, and may terminate, extend or amend any Exchange Offer and may (subject to Rule 13e-4(f) and Rule 14e-1 under the Exchange Act), postpone the acceptance for exchange of, and issuance of Common Stock in respect of, any Subject Securities so tendered in any Exchange Offer, if, in our reasonable judgment, any of the following conditions exist with respect to such Exchange Offer:

• the Private Holders have not exchanged at least $11.5 billion in aggregate liquidation preference of our preferred stock for Interim Securities and Warrants;
• the USG has not exchanged for Interim Securities and Warrants an aggregate liquidation preference of our preferred stock equal to the aggregate liquidation preference of our preferred stock exchanged for Interim Securities and Warrants by the Private Holders;
• there is any condition that has not been, or in our reasonable judgment, is not reasonably likely to be, satisfied or waived by the party entitled to the benefit of such condition, to the USG’s obligation to exchange, for Interim Securities and Warrants, an aggregate liquidation preference of our preferred stock equal to the aggregate liquidation preference of our preferred stock exchanged for Interim Securities and Warrants by the Private Holders;
• there has been any restructuring, amendment, supplement, or termination of the USG/Private Holders Transactions or of any agreement with the USG or any Private Holder, that in our reasonable judgment, could or could reasonably be expected (a) to prohibit, prevent or delay consummation of such Exchange Offer, (b) to materially impair the contemplated benefits to us of such Exchange Offer, or otherwise result in the consummation of such Exchange Offer not being, or not reasonably likely to be, in our best interest, or (c) to have a material adverse effect on the business condition (financial or otherwise), income, operations or prospects of Citigroup and its subsidiaries, taken as a whole (any of the effects described in clauses (a), (b) or (c), a “Material Adverse Effect”);
• there has been instituted, threatened in writing or be pending, any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality (including the FRB) that challenges such Exchange Offer or otherwise relates in any manner to such Exchange Offer that, in our reasonable judgment, has had, could or could reasonably be expected to have, a Material Adverse Effect;
• there has been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality (including the FRB) any order, statute, rule, regulation, judgment, injunction, stay, decree, executive order, or any change in the interpretation of any of the foregoing, that, in our reasonable judgment, has had, could or could reasonably be expected to have, a Material Adverse Effect;
• there has been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable to Citigroup, any change in United States Generally Accepted Accounting Principles that, in our reasonable judgment, has had, could or could reasonably be expected to have, a Material Adverse Effect;

• there has occurred, or is reasonably likely to occur, any material adverse effect on the business, condition (financial or otherwise), income, operations or prospects of Citigroup and its subsidiaries, taken as a whole; or

• there has occurred:
  ○ any general suspension of, or limitation on prices for trading in securities in the United States securities or financial markets;
  ○ any material adverse change in the price of our Common Stock in the United States securities or financial markets;
  ○ a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;
  ○ any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, or other event that, in our reasonable judgment would, or would be reasonably likely to affect, the extension of credit by banks or other lending institutions; or
  ○ a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

In addition to the conditions described above, and notwithstanding any other provision of any Exchange Offer, we will not be required to accept for exchange, or to issue Common Stock in respect of, any Subject Securities tendered pursuant any Exchange Offer, and may terminate, extend or amend any Exchange Offer and may (subject to Rule 13e-4(f) and Rule 14e-1 under the Exchange Act) postpone the acceptance for exchange of, and issuance of Common Stock in respect of, any Subject Securities so tendered in any Exchange Offer unless the registration statement of which this document forms a part becomes effective and no stop order suspending the effectiveness of the registration statement and no proceedings for that purpose have been instituted or be pending, or to our knowledge, be contemplated or threatened by the SEC.

All conditions to an Exchange Offer must be satisfied or waived prior to the applicable expiration date. None of the Exchange Offers is subject to any minimum tender condition or to completion of any other Exchange Offer. None of the Exchange Offers is subject to receiving stockholder approval of any Public Preferred Stock Amendments or Common Stock Amendments.

We expressly reserve the right to amend or terminate any Exchange Offer and to reject for exchange any Subject Securities not previously accepted for exchange, upon the occurrence of any of the conditions to such Exchange Offer, as specified above. In addition, we expressly reserve the right, at any time or at various times, to waive any conditions of any Exchange Offer, in whole or in part (including the right to waive a particular condition with respect to any one or more Exchange Offers and not with respect to any others), except as to the requirement that the registration statement be declared effective, which condition we will not waive. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the Exchange Agent as promptly as practicable, followed by a timely press release.

These conditions are for our sole benefit, and we may assert them with respect to any Exchange Offer, regardless of the circumstances that may give rise to them, or waive them in whole or in part, with respect to any Exchange Offer at any time or at various times in our sole discretion, prior to our acceptance for exchange of the
relevant Subject Securities. If we fail at any time to exercise any of the foregoing rights with respect to any Exchange Offer, this failure will not constitute a waiver of such right with respect to such Exchange Offer. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

Expiration Date; Extension; Termination; Amendment

Each Exchange Offer will expire at 5:00 p.m., New York City time, on [ ], 2009, unless extended or earlier terminated by us. The term “expiration date” means such date and time or, if any Exchange Offer is extended, then with respect to such Exchange Offer, the latest date and time to which such Exchange Offer is so extended. In any event, we will hold each Exchange Offer open for at least 20 business days.

We reserve the right to extend the period of time that any Exchange Offer is open, and delay acceptance for exchange of the Subject Securities tendered in such Exchange Offer, by giving oral or written notice to the Exchange Agent and by a public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During any such extension, all Subject Securities previously tendered and not validly withdrawn in such Exchange Offer will remain subject to such Exchange Offer, subject to your right to withdraw the Subject Securities in accordance with such Exchange Offer.

If we terminate or amend any Exchange Offer, we will notify the Exchange Agent by oral or written notice and will issue a timely public announcement regarding the termination or amendment. Upon termination of any Exchange Offer for any reason, any Subject Securities previously tendered in such Exchange Offer will be promptly returned to the tendering holders.

If we make a material change in the terms of any Exchange Offer, or the information concerning such Exchange Offer, or waive a material condition of such Exchange Offer, we will promptly disseminate disclosure regarding the changes to such Exchange Offer, and extend such Exchange Offer, in each case, if required by law, so that the Exchange Offer, remains open a minimum of five business days from the date we disseminate disclosure regarding such changes.

If we make a change in the aggregate liquidation preference or liquidation amount of Subject Securities sought in any Exchange Offer, the exchange factor or the number of shares of our Common Stock being offered in any Exchange Offer, we will promptly disseminate disclosure regarding the changes and extend such Exchange Offer, in each case, if required by law, so that such Exchange Offer remains open a minimum of ten business days from the date we disseminate disclosure regarding the changes.

Fractional Shares

No fractional shares of our Common Stock will be issued in any Exchange Offer. Instead, we will aggregate and sell any fractional shares that would have been otherwise issuable and will promptly pay to you a proportional amount of the net proceeds of these sales (less customary brokerage fees, other expenses and applicable withholding taxes).

Procedures for Tendering Subject Securities

Generally

In order to receive shares of Common Stock in exchange for your Subject Securities, you must validly tender your Subject Securities, and not withdraw them, prior to the expiration date.

- If you hold your Subject Securities through a bank, broker, custodian or other nominee, in order to validly tender Subject Securities in the applicable Exchange Offer, you must follow the instructions provided by your bank, broker, custodian or other nominee with regard to procedures for tendering your Subject Securities, in order to enable your bank, broker, custodian or other nominee to comply
with the procedures described below. **Beneficial owners are urged to appropriately instruct their bank, broker, custodian or other nominee at least five business days prior to the expiration date in order to allow adequate time processing time for their instruction.**

- In order for your bank, broker, custodian or other nominee to validly tender Subject Securities in the applicable Exchange Offer, such bank, broker, custodian or other nominee must deliver to the Exchange Agent via the applicable Clearing System (as defined below) an electronic message that will contain:
  - a Proxy Instruction to approve the Common Stock Amendments;
  - for tenders of Public Preferred Depositary Shares, a Voting Instruction to approve the Public Preferred Stock Amendments, or if you did not hold such Public Preferred Depositary Shares as of the Preferred Stock Record Date, a Tender Certification to that effect;
  - your acknowledgement and agreement to, and agreement to be bound by, the terms of the applicable letter of transmittal (including the Voting Trust Agreement) and pursuant to which, you, among other things, irrevocably instructs the Exchange Agent to deliver the shares of Common Stock to be issued to you in respect of your Subject Securities to the Voting Trust; and
  - a timely confirmation of book-entry transfer of your Subject Securities into the Exchange Agent’s account.

Should you have any questions as to the procedures for tendering your Subject Securities and giving the Proxy Instructions or Voting Instructions required by the applicable letter of transmittal, please call your bank, broker, custodian or other nominee; or call our Information Agent, Morrow & Co., LLC, at 800-445-0102.

**We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC (or, in the case of the 6.829% E-TruPS®, Euroclear or Clearstream) prior to the expiration date. Tenders received by the Exchange Agent after the expiration date will be disregarded and of no effect.**

**Delivery of Subject Securities and the method of delivery of all other required documents, is at your election and risk and, except as otherwise provided in the applicable letter of transmittal, delivery will be deemed made only when actually received by the Exchange Agent. If delivery of any document is by mail, we suggest that you use properly insured, registered mail, with a return receipt requested, and that the mailing be made sufficiently in advance of the expiration date to permit delivery to the Exchange Agent prior to the expiration date.**

Tenders of all U.S. dollar-denominated Subject Securities may only be made via DTC. Tenders of the 6.829% E-TruPS® may only be made via Euroclear or Clearstream. We refer to each of DTC, Euroclear and Clearstream as a “Clearing System.”

Tendering your Subject Securities pursuant to any of the procedures described herein, and acceptance thereof by us for exchange, will constitute a binding agreement between you and us, upon the terms and subject to the conditions of the relevant Exchange Offer. By executing the letter of transmittal (or by tendering Subject Securities through book-entry transfer), and subject to and effective upon acceptance for exchange of, and issuance of shares of Common Stock for, the Subject Securities tendered therewith, you, among other things: (i) irrevocably sell, transfer, convey and assign to or upon the order of Citigroup, all right, title and interest in and to the Subject Securities tendered thereby; (ii) waive any and all other rights with respect to such Subject Securities (including with respect to any existing or past defaults and their consequences in respect of such Subject Securities and any undeclared dividends or unpaid distributions, as applicable); and (iii) release and discharge Citigroup and its subsidiaries from any and all claims that you may have now, or may have in the future, arising out of, or related to, such Subject Securities, including any claims that you are entitled to receive additional payments with respect to such Subject Securities or to participate in any redemption or defeasance of such Subject Securities. Further, by executing the letter of transmittal (or by tendering Subject Securities through
book-entry transfer), and subject to and effective upon acceptance for exchange of the Subject Securities tendered therewith, you irrevocably constitute and appoint the Exchange Agent as your true and lawful agent and attorney-in-fact with respect to any such tendered Subject Securities, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Subject Securities, or transfer ownership of such Subject Securities on the account books maintained by the applicable Clearing System, together, in any such case, with all accompanying evidences of transfer and authenticity, to Citigroup, (b) present such Subject Securities for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Subject Securities (except that the Exchange Agent will have no rights to, or control over, the shares of Common Stock issued in respect of such Subject Securities, except (A) as described in the letter of transmittal with respect to the Voting Trust or (B) as your agent, all in accordance with the terms of the applicable Exchange Offer).

On the settlement date, in accordance with your instructions in the letter of transmittal, we will deliver Common Stock to be issued in respect of Subject Securities to the Voting Trust for a period of one business day, in accordance with the terms of the Voting Trust Agreement.

In all cases, exchange of Subject Securities accepted for exchange in any Exchange Offer will be made only after timely receipt by the Exchange Agent or confirmation of book-entry transfer of such Subject Securities, a properly completed and duly executed letter of transmittal (or a facsimile thereof or satisfaction of the procedures of the applicable Clearing System) and any other documents required thereby.

**Tender of Subject Securities Held Through DTC**

DTC participants must electronically transmit their acceptance of an Exchange Offer by causing DTC to transfer their Subject Securities to the Exchange Agent in accordance with DTC’s ATOP procedures for such a transfer. DTC will then send an Agent’s Message to the Exchange Agent.

The term “Agent’s Message” means a message transmitted by DTC, received by the Exchange Agent and forming a part of the Book-Entry Confirmation (defined below), which states that DTC has received an express acknowledgement from the DTC participant tendering Subject Securities that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Exchange Offer, as set forth in this document and the letter of transmittal (which contains your voting agreement) and that the Company may enforce such agreement against such participant. **You should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on the expiration date. Tenders not received by the Exchange Agent on or prior to the expiration date will be disregarded and of no effect.**

All U.S. dollar-denominated Subject Securities must be tendered through DTC. If your Subject Securities are held through Euroclear or Clearstream, you must transmit your acceptance in accordance with the requirements of Euroclear or Clearstream in sufficient time for Euroclear and Clearstream to deliver such tenders to DTC on or prior to the applicable expiration date. You should note that Euroclear and Clearstream may require that action be taken a day or more prior to the applicable expiration date in order to cause such Subject Securities to be tendered through DTC.

**Tender of 6.829% E-TRUPs® Through Euroclear or Clearstream**

The 6.829% E-TRUPs® must be tendered through Euroclear or Clearstream. A tender of Trust Preferred Securities through Euroclear or Clearstream will be deemed to have occurred upon receipt by the relevant Clearing System of a valid electronic acceptance instruction in accordance with the requirements of such Clearing System. The receipt of such electronic acceptance instruction by Euroclear or Clearstream will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of such Trust Preferred Securities in that Clearing System. By blocking such Trust Preferred Securities in the relevant Clearing System, the holder thereof will be deemed to consent to have the relevant Clearing System provide details concerning such holder’s identity to the Exchange Agent.
By participating in the Trust Preferred Exchange Offer in this manner, you will be deemed to have acknowledged that you have received this Prospectus and accompanying letter of transmittal and agree to be bound by the terms of the Trust Preferred Exchange Offer, as set forth in this document and the letter of transmittal, including the Voting Trust Agreement and the instructions described or set forth therein, and that the Company may enforce such agreement against you.

Eligible holders must take the appropriate steps to block Trust Preferred Securities tendered through Euroclear or Clearstream so that no transfers may be effected in relation to such Trust Preferred Securities at any time after such tender in accordance with the requirements of, and the deadlines required by, the relevant Clearing System.

Signature Guarantees

Signatures on the letter of transmittal must be guaranteed by a firm that is a participant in the Security Transfer Agents Medallion Program or the Stock Exchange Medallion Program or is otherwise an “eligible guarantor institution” as that term is defined in Rule 17Ad-15 under the Exchange Act (generally a member of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”) or a commercial bank or trust company having an office in the United States) (an “Eligible Institution”), unless (i) such letter of transmittal is signed by the registered holder of the Subject Securities tendered therewith and the Common Stock issued in exchange for Subject Securities is to be issued in the name of and delivered to, or if any Subject Securities not accepted for exchange are to be returned to, such holder, or (ii) such Subject Securities are tendered for the account of an Eligible Institution.

Book-Entry Transfer

The Exchange Agent, promptly after the date of this document (to the extent such arrangements have not been previously made), will establish and maintain an account with respect to the Subject Securities at the Clearing Systems, and any financial institution that is a participant in the Clearing Systems and whose name appears on a security position listing as the owner of Subject Securities may make book-entry delivery of such Subject Securities by causing the applicable Clearing System to transfer such Subject Securities into the Exchange Agent’s account in accordance with the applicable Clearing System’s procedures for such transfer. The confirmation of a book-entry transfer of Subject Securities into the Exchange Agent’s account at the applicable Clearing System as described above is referred to herein as a “Book-Entry Confirmation.” Although delivery of Subject Securities may be effected through book-entry transfer into the Exchange Agent’s account at the applicable Clearing System, an Agent’s Message or other applicable method of acknowledgement by the applicable Clearing System, and any other required documents, must, in any case, be transmitted to and received by the Exchange Agent at its address set forth on the back cover of this document on or before the expiration date. Delivery of documents to a Clearing System does not constitute delivery to the Exchange Agent.

Validity

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Subject Securities will be determined by us, in our sole discretion, the determination of which shall be final and binding. Alternative, conditional or contingent tenders of Subject Securities will not be considered valid. We reserve the absolute right, in our sole discretion, to reject any or all tenders of Subject Securities that are not in proper form or the acceptance of which, in our opinion would be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Subject Securities.

Any defect or irregularity in connection with tenders of Subject Securities must be cured within such time as we determine, unless waived by us. Tenders of Subject Securities shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. A defective tender (which defect is not waived by us) will not constitute a valid tender of Subject Securities. None of Citigroup, the Exchange Agent, the Information Agent, the Dealer Manager or any other person will be under any duty to give notice of any defects or irregularities in the tenders of Subject Securities, or will incur any liability to holders for failure to give any such notice.
No Guaranteed Delivery

We have not provided guaranteed delivery provisions in connection with any Exchange Offer. Holders must tender their Subject Securities in accordance with the procedures set forth in this document.

Withdrawal of Tenders

You may withdraw your tender of Subject Securities at any time prior to the expiration date. In addition, if not previously returned, you may withdraw Subject Securities that you tender that are not accepted by us for exchange after the expiration of 40 business days following commencement of the applicable Exchange Offer. For a withdrawal to be effective, the Exchange Agent must receive a computer generated notice of withdrawal, transmitted by the applicable Clearing System on behalf of the holder in accordance with such Clearing System’s procedures or a written notice of withdrawal, sent by facsimile, receipt confirmed by telephone, or letter before the expiration date. Any notice of withdrawal must:

• specify the name of the person that tendered the Subject Securities to be withdrawn;
• identify the Subject Securities to be withdrawn and liquidation preference or amount of such Subject Securities;
• include a statement that the holder is withdrawing its election to exchange the Subject Securities; and
• be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Subject Securities were tendered or otherwise as described above, including any required signature guarantee.

Any notice of withdrawal must specify the name and number of the account at the applicable Clearing System to be credited with the withdrawn Subject Securities or otherwise comply with such Clearing System’s procedures.

Any Subject Securities withdrawn will not have been validly tendered for purposes of any Exchange Offer. Any withdrawal of Subject Securities will also constitute a withdrawal of any Proxy Instruction or Voting Instruction that you gave with respect to such Subject Securities. Any Subject Securities that have been tendered for exchange, but which are not exchanged for any reason, will be credited to an account with the applicable Clearing System specified by the holder, as soon as practicable after withdrawal, rejection of tender or termination of the relevant Exchange Offer. Properly withdrawn Subject Securities may be re-tendered by following one of the procedures described under “Procedures for Tendering Subject Securities.”

If you wish to withdraw Subject Securities that you previously tendered through a bank, broker, custodian or other nominee, you should contact your bank, broker, custodian or other nominee for instructions on how to withdraw your Subject Securities.

Security Ownership

Except as set forth below, neither we, nor to the best of our knowledge, any of our executive officers, directors, affiliates or subsidiaries nor, to the best of our knowledge, any of our subsidiaries’ directors or executive officers, nor any associates or subsidiaries of any of the foregoing, (a) owns any Subject Securities or (b) has effected any transactions involving the Subject Securities during the 60 days prior to the date of this document.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Number of Public Preferred Depositary Shares Beneficially Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Michael Armstrong</td>
<td>Director</td>
<td>Series F Preferred Stock</td>
<td>27,700</td>
</tr>
<tr>
<td>John M. Deutch</td>
<td>Director</td>
<td>Series F Preferred Stock</td>
<td>11,000</td>
</tr>
<tr>
<td>Vikram S. Pandit</td>
<td>Chief Executive Officer</td>
<td>Series F Preferred Stock</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Series AA Preferred Stock</td>
<td>50,000</td>
</tr>
<tr>
<td>Brian Leach</td>
<td>Chief Risk Officer</td>
<td>Series F Preferred Stock</td>
<td>30,000</td>
</tr>
</tbody>
</table>
Messrs. Pandit, Armstrong, Deutch and Leach have advised us that they intend to participate in the Exchange Offers.

**Consequences of Failure to Exchange Subject Securities**

Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers will remain outstanding after consummation of the Public Preferred Depositary Exchange Offers. As previously announced, after the closing of the Exchange Offers, we will suspend dividends on the Public Preferred Stock underlying the Public Preferred Depositary Shares. We intend to delist any remaining Public Preferred Depositary Shares from trading on the New York Stock Exchange (other than the Series E Public Preferred Depositary Shares which are not listed on any securities exchange) and, to the extent permitted by law, we intend to deregister any such remaining securities and the Public Preferred Stock. The reduction in the number of shares available for trading, the suspension of dividends on the underlying Public Preferred Stock and, if approval of the Public Preferred Stock Amendments is obtained, the Public Preferred Stock Amendments may have a significant and adverse effect on the liquidity of any trading market for, and the price of, Public Preferred Depositary Shares not exchanged in the Public Preferred Depositary Exchange Offers and may result in the Public Preferred Depositary Shares being illiquid for an indefinite period of time.

Trust Preferred Securities, whether or not exchanged in the Trust Preferred Exchange Offer, will remain outstanding after consummation of the Trust Preferred Exchange Offer. As previously announced, we currently expect to continue making distributions on our Trust Preferred Securities in accordance with their current terms. We currently intend to hold any Trust Preferred Securities accepted for exchange in the Trust Preferred Exchange Offer. As a result, the number of Trust Preferred Securities of any series available for trading may be substantially reduced, and this may have a significant and adverse effect on the liquidity of any trading market for, and the price of, the Trust Preferred Securities of that series not exchanged in the Trust Preferred Exchange Offer and may result in the Trust Preferred Securities of that series being illiquid for an indefinite period of time.

**No Appraisal Rights**

No appraisal or dissenters’ rights are available to holders of Subject Securities under applicable law in connection with the Exchange Offers.

**Certain Legal and Regulatory Matters**

Our exchange of the Subject Securities is subject to the completion of, or satisfaction or waiver of certain conditions to closing of, the USG/Private Holders Transactions. See “The Exchange Offers—Conditions of the Exchange Offers.” The conditions to the USG/Private Holders Transactions include the accuracy of the representations and warranties of each party and the requirement to make material regulatory filings and receive material regulatory approvals in the United States and a number of other countries where we have banking or other operations. The applicability of indirect change of control rules with respect to GIC’s (as defined below) and the USG’s potential acquisitions of our Common Stock and the extent to which the approval of the relevant regulatory authorities will need to be received prior to the completion of the USG/Private Holders Transactions is being reviewed in various jurisdictions, and these requirements may, in some cases, be waived. See “The Exchange Agreements—Other.” With respect to U.S. banking regulators, the USG is not required to obtain any prior approvals and GIC has received written confirmation that the FRB will take no action under the Change in Bank Control Act or the Bank Holding Company Act, subject to certain passivity commitments.

Citigroup, GIC and the USG are working with regulators in all relevant jurisdictions in order to obtain all necessary approvals and we believe that all requisite regulatory approvals will be obtained. While there can be no assurances regarding the timing of such approvals and the regulators have not provided any formal commitments with regard to timing, many have agreed in principle to make efforts to expedite the approvals. We do not expect any of the relevant regulatory authorities to impose any material conditions upon us, the USG or the Private Holders as a condition of approval.
Accounting Treatment

We will derecognize the net carrying amount of the preferred stock, which comprises both convertible and non-convertible preferred stock (currently recorded as stockholders’ equity) tendered for Common Stock and/or new 8% trust preferred securities. The new 8% trust preferred securities will be recorded as long-term debt at their estimated fair value as of the day that the investors are legally committed to exchange their non-convertible preferred stock for the new 8% trust preferred securities.

For convertible preferred stock, based on the participation in the Exchange Offers and the USG/Private Holders Transactions, we will recognize a reduction in net income available to common shareholders, retained earnings and earnings per share (“EPS”) to reflect the value for the inducement offer made to holders of convertible preferred stock to exchange their convertible preferred stock for Common Stock at terms different than those specified in the original conversion price agreements with the holders. The reduction in retained earnings will be offset by a corresponding increase in APIC with no net impact to our equity as a result of this inducement. Also, the difference between the carrying value of the existing convertible preferred stock and the par value of the Common Stock issued will result in an increase to APIC. The par value of $0.01 per share will be recorded in Common Stock.

For non-convertible preferred stock tendered for Common Stock and the new 8% trust preferred securities in the Exchange Offers and the USG/Private Holders Transactions, the excess of the carrying amount of the preferred stock retired over the fair value of the Common Stock and the new 8% trust preferred securities issued will result in an increase to net income available to common shareholders, retained earnings and EPS. The excess of the fair value over the par value of the Common Stock issued will be recorded in APIC. The par value of $0.01 per share will be recorded in Common Stock.

For Trust Preferred Securities exchanged for Common Stock, we will derecognize the carrying amount of those securities, which are currently recorded as long-term debt. We will record the par amount of the shares issued as Common Stock. The excess of the stock fair value over their par amount will be recorded in APIC. The excess of the carrying amount of the Trust Preferred Securities retired over the fair value of the Common Stock issued will be recorded in the current earnings of the period during which the transaction will occur.

Securities Issuable in the Exchange Offers and USG/Private Holders Transactions

The following table shows the type and aggregate number of securities that could be issued in connection with the Exchange Offers and the USG/Private Holders Transactions.

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Security</th>
<th>Number of Securities Issuable (assumed 25% Participation in Exchange Offers)(1)</th>
<th>Number of Securities Issuable (assumed 50% Participation in Exchange Offers)(1)</th>
<th>Number of Securities Issuable (assumed 75% Participation in Exchange Offers)(1)</th>
<th>Number of Securities Issuable (assumed 100% Participation in Exchange Offers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Offers(1)</td>
<td>Common Stock</td>
<td>1,464,595,052</td>
<td>2,929,190,130</td>
<td>4,396,733,846</td>
<td>5,894,810,769</td>
</tr>
<tr>
<td>USG/Private Holders Transactions(2)</td>
<td>Common Stock</td>
<td>9,269,230,769</td>
<td>10,846,153,846</td>
<td>11,538,461,538</td>
<td>11,538,461,538</td>
</tr>
<tr>
<td>USG/Private Holders Transactions(3)</td>
<td>Interim Security(4)(5)</td>
<td>790,000,000</td>
<td>790,000,000</td>
<td>790,000,000</td>
<td>790,000,000</td>
</tr>
</tbody>
</table>

(1) Partial participation assumes pro rata participation by holders of the Trust Preferred Securities based on the Acceptance Priority Levels only up to the specified percentage of the $20.5 billion total offer, assuming all series of the Public Preferred Depositary Shares are exchanged first.

(2) Assuming stockholder approval of the Authorized Share Increase is obtained.

(3) Assuming stockholder approval of the Authorized Share Increase is not obtained and the Warrants are exercised in full.

(4) Each Interim Security will be automatically converted into 1,000,000 shares of Common Stock upon stockholder approval of the Authorized Share Increase.

(5) Assuming 100% participation in the Exchange Offers and conversion of 100% of all Public Preferred Depositary Shares and approximately $5.6 billion liquidation amount of Trust Preferred Securities.

(6) Exercise of the Warrants may be limited by the amount of authorized Common Stock available for issuance under our Certificate of Incorporation.

As of May 8, 2009, approximately 5.51 billion shares of Common Stock were outstanding.
**Subsequent Repurchases**

Following completion of any Exchange Offer, we may repurchase additional Subject Securities that remain outstanding in the open market, in privately negotiated transactions or otherwise. Future purchases of Subject Securities that remain outstanding after any Exchange Offer may be on terms that are more or less favorable than the relevant Exchange Offer. However, Exchange Act Rules 14e-5 and 13e-4 generally prohibit us and our affiliates from purchasing any Subject Securities other than pursuant to the relevant Exchange Offer until 10 business days after the expiration date, although there are some exceptions. Future repurchases, if any, will depend on many factors, including market conditions and the condition of our business.

In addition, if a sufficiently small number of Series T Public Preferred Stock remains outstanding and the Series T Public Preferred Stock becomes eligible for redemption, we may redeem outstanding Series T Public Preferred Stock.

**Soliciting Dealer Fee**

With respect to any tender of a series of Subject Securities, we will pay the relevant soliciting dealer a fee of 0.50% of the liquidation preference or liquidation amount accepted for exchange; provided that such fee will only be paid with respect to tenders by a beneficial owner of a series of Subject Securities having an aggregate liquidation preference or liquidation amount of $250,000 or less (or £250,000 or less with respect to the 6.829% E-TruPS®) (the “Soliciting Dealer Fee”). In order to be eligible to receive the Soliciting Dealer Fee, a properly completed soliciting dealer form must be delivered by the relevant soliciting dealer to the Exchange Agent prior to the expiration date. We will, in our sole discretion, determine whether a broker has satisfied the criteria for receiving a Soliciting Dealer Fee (including, without limitation, the submission of the appropriate documentation without defects or irregularities and in respect of bona fide tenders). Other than the foregoing, no fees or commissions have been or will be paid by us to any broker, dealer or other person, other than the Dealer Manager, the Information Agent and the Exchange Agent, in connection with the Exchange Offers.

A soliciting dealer is a retail broker designated in the soliciting dealer form and is:

- a broker or dealer in securities which is a member of any national securities exchange in the United States or of FINRA; or
- a bank or trust company located in the United States.

Soliciting dealers will include any of the organizations described above even when the activities of such organization in connection with the Exchange Offers consist solely of forwarding to clients materials relating to the Exchange Offers and tendering Subject Securities as directed by beneficial owners thereof. Each soliciting dealer will confirm that each holder of Subject Securities that it solicits has received a copy of this document and the proxy statements relating to the Amendments, or concurrently with such solicitation provide the holder with a copy of this document and such proxy statements. No soliciting dealer is required to make any recommendation to holders of Subject Securities as to whether to tender or refrain from tendering in the Exchange Offers. No assumption is made, in making payment to any soliciting dealer, that its activities in connection with the Exchange Offers included any activities other than those described in this paragraph. For all purposes noted in materials relating to the Exchange Offers, the term “solicit” shall be deemed to mean no more than “processing Subject Securities tendered” or “forwarding to customers material regarding the Exchange Offers.”

Soliciting dealers are not entitled to a Soliciting Dealer Fee with respect to Subject Securities beneficially owned by such soliciting dealer or with respect to any Subject Securities that are registered in the name of a soliciting dealer unless such Subject Securities are held by such soliciting dealer as nominee and are tendered for the beneficial owner of such Subject Securities.

Soliciting dealers should take care to ensure that proper records are kept to document their entitlement to any Soliciting Dealer Fee. We and the Exchange Agent reserve the right to require additional information at our discretion, as deemed warranted.
All of the Subject Securities other than the 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E, 8.300% E-TruPS®, 6.829% E-TruPS® and 7.625% TruPS® are held at DTC as a number of securities rather than a liquidation preference or liquidation amount. Therefore, in order to assist a soliciting dealer in determining whether a beneficial owner tenders Subject Securities having an aggregate liquidation preference or liquidation amount of $250,000 or less, the following tables show the quantity of Subject Securities that equates to a liquidation preference or liquidation amount of $250,000 (or £250,000 with respect to the 6.829% E-TruPS®).

<table>
<thead>
<tr>
<th>CUSIP No.</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Quantity Tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>172967556</td>
<td>8.500% Non-Cumulative Preferred Stock, Series F</td>
<td>10,000*</td>
</tr>
<tr>
<td>172967ER8</td>
<td>8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E</td>
<td>$250,000</td>
</tr>
<tr>
<td>172967572</td>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>10,000*</td>
</tr>
<tr>
<td>172967598</td>
<td>6.500% Non-Cumulative Convertible Preferred Stock, Series T</td>
<td>5,000*</td>
</tr>
</tbody>
</table>

* Number of Public Preferred Depositary Shares.

<table>
<thead>
<tr>
<th>CUSIP/ISIN No.</th>
<th>Title of Securities</th>
<th>Issuer</th>
<th>Quantity Tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>173094AA1</td>
<td>8.300% E-TruPS®</td>
<td>Citigroup Capital XXI</td>
<td>$250,000</td>
</tr>
<tr>
<td>173085200</td>
<td>7.875% E-TruPS®</td>
<td>Citigroup Capital XX</td>
<td>10,000*</td>
</tr>
<tr>
<td>17311U200</td>
<td>7.250% E-TruPS®</td>
<td>Citigroup Capital XIX</td>
<td>10,000*</td>
</tr>
<tr>
<td>17309E200</td>
<td>6.875% E-TruPS®</td>
<td>Citigroup Capital XIV</td>
<td>10,000*</td>
</tr>
<tr>
<td>17310G202</td>
<td>6.500% E-TruPS®</td>
<td>Citigroup Capital XV</td>
<td>10,000*</td>
</tr>
<tr>
<td>17310L201</td>
<td>6.450% E-TruPS®</td>
<td>Citigroup Capital XVI</td>
<td>10,000*</td>
</tr>
<tr>
<td>17311H209</td>
<td>6.350% E-TruPS®</td>
<td>Citigroup Capital XVII</td>
<td>10,000*</td>
</tr>
<tr>
<td>XS0306711473</td>
<td>6.829% E-TruPS®</td>
<td>Citigroup Capital XVIII</td>
<td>£250,000</td>
</tr>
<tr>
<td>17305HAA6</td>
<td>7.625% TruPS®</td>
<td>Citigroup Capital III</td>
<td>$250,000</td>
</tr>
<tr>
<td>17306N203</td>
<td>7.125% TruPS®</td>
<td>Citigroup Capital VII</td>
<td>10,000*</td>
</tr>
<tr>
<td>17306R204</td>
<td>6.950% TruPS®</td>
<td>Citigroup Capital VIII</td>
<td>10,000*</td>
</tr>
<tr>
<td>173064205</td>
<td>6.100% TruPS®</td>
<td>Citigroup Capital X</td>
<td>10,000*</td>
</tr>
<tr>
<td>173066200</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital IX</td>
<td>10,000*</td>
</tr>
<tr>
<td>17307Q205</td>
<td>6.000% TruPS®</td>
<td>Citigroup Capital XI</td>
<td>10,000*</td>
</tr>
</tbody>
</table>

* Number of Trust Preferred Securities.

Exchange Agent

BNY Mellon Shareowner Services is the Exchange Agent for the Exchange Offers. Letters of transmittal and all correspondence in connection with any Exchange Offer should be sent or delivered by each holder of Subject Securities, or a beneficial owner’s bank, broker, custodian or other nominee, to the Exchange Agent at the address listed on the back cover page of this document. We will pay the Exchange Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

Information Agent

Morrow & Co., LLC is the Information Agent for the Exchange Offers. Questions concerning the terms of any Exchange Offer or tender procedures and requests for additional copies of this document or the letter of transmittal should be directed to the Information Agent at the address and telephone number on the back cover page of this document. Holders of Subject Securities may also contact their bank, broker, custodian, or other nominee concerning the Exchange Offers. We will pay the Information Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.
Dealer Manager

The Dealer Manager for the Exchange Offers is Citigroup Global Markets Inc. (“CGMI”). As dealer manager for the Exchange Offers, CGMI will perform services customarily provided by investment banking firms acting as dealer managers of exchange offers of a like nature, including, but not limited to, soliciting tenders of Subject Securities pursuant to the Exchange Offers and communicating generally regarding the Exchange Offers with banks, brokers, custodians, nominees and other persons, including the holders of the Subject Securities. We will pay the Dealer Manager reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

CGMI is an affiliate of Citigroup. Accordingly, the Exchange Offers will be conducted in compliance with the applicable requirements set forth in Rule 2720 of the NASD Conduct Rules adopted by FINRA.

Transfer Taxes

We will pay any stock transfer taxes imposed by the United States or any jurisdiction therein with respect to the exchange and transfer of any Subject Securities to us pursuant to any Exchange Offer (for the avoidance of doubt, transfer taxes do not include income or backup withholding taxes). If a transfer tax is imposed for any reason other than the exchange of Subject Securities pursuant to any Exchange Offer or by any jurisdiction outside of the United States, then the amount of any such transfer tax (whether imposed on the registered holder or any other person) will be payable by the tendering holder.

Brokerage Commissions

Holders that tender their Subject Securities to the Exchange Agent do not have to pay a brokerage fee or commission to us or the Exchange Agent. However, if a tendering holder handles the transaction through its bank, broker, custodian or other nominee, that holder may be required to pay brokerage fees or commissions to its bank, broker, custodian or other nominee.

Fees and Expenses

We will bear the expenses of soliciting tenders of the Subject Securities. The principal solicitation is being made by mail. Additional solicitation may, however, be made by e-mail, facsimile transmission, and telephone or in person by our officers and other employees and those of our affiliates and others acting on our behalf.

Fairness Opinion

We are not making a recommendation as to whether you should exchange your shares in the Exchange Offers. We have not retained, and do not intend to retain, any unaffiliated representative to act solely on behalf of the holders of the Subject Securities for purposes of negotiating the Exchange Offers or preparing a report concerning the fairness of the Exchange Offers. The value of the Common Stock to be issued in the Exchange Offers may not equal or exceed the value of the Subject Securities tendered. You must make your own independent decision regarding your participation in the Exchange Offers.

Certain Matters Relating to Non-U.S. Jurisdictions

Although Citigroup will mail this document to holders of the Subject Securities to the extent required by U.S. law, this Prospectus is not an offer to sell or exchange and it is not a solicitation of an offer to buy securities in any jurisdiction in which such offer, sale or exchange is not permitted. Countries outside the United States generally have their own legal requirements that govern securities offerings made to persons resident in those countries and often impose stringent requirements about the form and content of offers made to the general public. Citigroup has not taken any action under those non-U.S. regulations to facilitate a public offer to exchange outside the United States. Therefore, the ability of any non-U.S. person to tender Subject Securities in
the Exchange Offers will depend on whether there is an exemption available under the laws of such person’s home country that would permit the person to participate in the Exchange Offers without the need for Citigroup to take any action to facilitate a public offering in that country or otherwise. For example, some countries exempt transactions from the rules governing public offerings if they involve persons who meet certain eligibility requirements relating to their status as sophisticated or professional investors. Non-U.S. holders should consult their advisors in considering whether they may participate in the Exchange Offers in accordance with the laws of their home countries and, if they do participate, whether there are any restrictions or limitations on transactions in the Common Stock that may apply in their home countries. Citigroup and the Dealer Manager cannot provide any assurance about whether such limitations may exist.

**European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”), an offer to the public of any shares which are the subject of the offering contemplated by this document (the “Securities”) may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any Securities may be made at any time with effect from and including the Relevant Implementation Date under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- by the Dealer Manager to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Securities shall require Citigroup or the Dealer Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable an investor to decide to purchase any Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

**United Kingdom**

The Dealer Manager will represent, warrant and agree that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to Citigroup; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.
THE EXCHANGE AGREEMENTS

The following is a summary of the material terms of the Exchange Agreements (as defined below). It may not contain all of the information that is important to you and is qualified in its entirety by reference to such Exchange Agreements.

Private Holder Exchange Agreements

Each of the Private Holders has entered into an exchange agreement (an “Exchange Agreement”) with Citigroup pursuant to which it will, together with the other Private Holders and the USG, exchange $25 billion of preferred stock for newly issued securities of Citigroup. Specifically, pursuant to the Exchange Agreements, subject to the terms and conditions contained therein, in exchange for each Private Holder delivering and surrendering to Citigroup their respective shares of preferred stock, Citigroup agrees to issue and deliver to each respective Private Holder a certain number of Interim Securities and a Warrant to purchase a number of shares of Common Stock (the “Private Holders Transactions”). The maximum number of shares of Common Stock issuable to the Private Holders upon exercise of the Warrants is 395,000,000 shares.

Conditions to Completion of the Private Holders Transactions

The respective obligations of Citigroup and the Private Holders to consummate the Private Holders Transactions at or before the closing are subject to the satisfaction or waiver by Citigroup or the Private Holders, as applicable, of the following conditions subject, in the case of the Private Holders, to certain materiality exceptions:

• absence of any law, rule, order, injunction or judgment prohibiting or preventing the completion of the Private Holders Transactions; and
• the consummation or concurrent consummation of the transaction with the USG.

The obligation of Citigroup to consummate the Private Holders Transactions with each Private Holder is also subject to the fulfillment or waiver by Citigroup at or prior to the closing of, among others, the following conditions:

• the accuracy of the representations and warranties made by the respective Private Holder in the respective Exchange Agreement, subject to certain materiality exceptions; and
• the respective Private Holder having performed the obligations required to be performed by it at or prior to the closing.

The obligation of each Private Holder to consummate the Private Holders Transactions is also subject to the fulfillment or waiver by that Private Holder at or prior to the closing of, among others, the following conditions:

• the consummation or concurrent consummation of the Private Holders Transactions with respect to shares of preferred stock that have an aggregate liquidation preference of at least $11.5 billion;
• the accuracy of the representations and warranties made by Citigroup in the respective Exchange Agreement, subject to certain materiality exceptions; and
• Citigroup having performed the obligations required to be performed by it at or prior to the closing.

Representations and Warranties and Covenants

The Private Holder Exchange Agreements contain representations and warranties made by Citigroup and the Private Holders, a number of which are qualified by materiality or the absence of a material adverse effect.
The Private Holder Exchange Agreements contain a number of covenants made by Citigroup and the Private Holders. The covenants include:

- **Reasonable Best Efforts.** Citigroup and the Private Holders have agreed to use their reasonable best efforts to consummate the Private Holders Transactions.

- **Exchange Listing.** Citigroup has agreed to use its reasonable best efforts to cause the Interim Securities and Common Stock underlying the Interim Securities and Warrants issued to each Private Holder to be approved for listing on the NYSE, subject to relevant listing requirements.

- **Publicity.** Citigroup and the Private Holders have agreed not to make a public announcement concerning the USG/Private Holders Transactions without the prior consent of the other party.

- **Depositary Shares.** Citigroup has agreed, upon the request of any Private Holder, to enter into customary depositary arrangements to allow for the Interim Securities to be issued in the form of depositary shares.

- **Standstill.** Each of the Private Holders has agreed to a customary standstill provision that limits its ability to (i) directly or indirectly acquire or attempt to acquire any securities of Citigroup that would result in such Private Holder controlling a specific percentage of outstanding shares of voting stock of Citigroup and (ii) (w) make or in any way participate in any solicitation of proxies to vote, or seeking to advise or influence any person with respect to the voting of any voting securities of Citigroup or any of its subsidiaries, (x) seek to influence, advise, change or control the management, board of directors, policies, affairs or strategy of Citigroup by way of any public communication or other communication to security holders, (y) make any proposal for any acquisition of, or similar extraordinary transaction involving, Citigroup or a material portion of its securities or assets, and (z) enter into any agreements or understandings with any person (other than Citigroup) for purposes of any of the actions described in clauses (w) through (y) above. The Private Holders’ obligations under the standstill will terminate on the later of (i) the third anniversary of the closing of the USG/Private Holders Transactions and (ii) the date on which such Private Holder beneficially owns less than 2% of the outstanding Common Stock of Citigroup.

- **Equivalent Terms.** Citigroup has agreed to provide each of the Private Holders the most favorable price and other material terms offered to any other Private Holder in the exchange offers with the Private Holders and has agreed that the price offered in the exchange offers with the Private Holders will be no less favorable to the Private Holders than the price offered in the Exchange Offers. Citigroup also agreed that the exchanges with the USG will be consummated on pricing terms no more favorable to the USG than those previously disclosed by Citigroup.

- **Preemptive Rights.** In the event Citigroup consummates a public or non-public offering of any Common Stock at a price less than $3.25 (or of securities convertible or exercisable into or exchangeable for Common Stock if the conversion, exercise or exchange price per share of Common Stock is less than $3.25) during the one year period commencing with the closing of the Private Holders Transactions, Citigroup generally has agreed to provide each of the Private Holders the right to purchase, on the same terms as in the offering, an amount of such securities that, in the aggregate, enables it to maintain its percentage ownership interest (assuming the conversion, exercise or exchange of all convertible, exercisable or exchangeable securities it owns) in Citigroup, subject to certain terms and conditions.

- **Reorganization Treatment.** Citigroup and each of the Private Holders have agreed to treat the USG/Private Holders Transactions as a “reorganization” for U.S. federal income tax purposes.

**Termination Events**

If the USG/Private Holders Transactions are not consummated on or prior to September 18, 2009, the agreements will automatically terminate.
Other

One of the Private Holders with whom Citigroup entered into an Exchange Agreement is the Government of Singapore Investment Corporation Pte Ltd (“GIC”). The GIC Exchange Agreement contains the following additional material provisions:

• GIC’s obligation to consummate the GIC Exchange Agreement is subject to GIC’s having obtained certain required regulatory approvals, consents or exemptions required in respect to its participation in the GIC Private Holder Transaction.

• GIC has agreed that, to the extent it or certain of its affiliates own securities representing more than 9.9% of the aggregate voting power of Citigroup, it will vote or cause to be voted such excess voting power in the same proportion as all other shares are voted (other than any shares voted by the direction of GIC or any of its affiliates or the U.S. Government) and has granted Citigroup an irrevocable proxy with respect to this excess voting power.

• If at any time GIC’s beneficial ownership of Common Stock exceeds 19.9% of the total outstanding shares of Common Stock of Citigroup, GIC or certain of its affiliates is deemed to control Citigroup by any law or governmental authority, or any other applicable laws would result in the imposition of a financial support obligation or materially adverse compliance burden on GIC, then Citigroup has agreed to convert a sufficient number of securities held by GIC into non-voting participating preferred stock and take such other steps that would avoid such an imposition on GIC or certain of its affiliates.

MARKET PRICE, DIVIDEND AND DISTRIBUTION INFORMATION

Market Price of and Dividends on the Common Stock

Our Common Stock is currently listed on the NYSE under the symbol “C.” As of May 8, 2009, we had approximately 5.51 billion shares of Common Stock outstanding, held by approximately 195,000 holders of record, and as of May 8, 2009, approximately 2.3 million beneficial owners. The following table sets forth, for the periods indicated, the high and low sales prices per share of the Common Stock as reported on Bloomberg and the cash dividends declared per share of the Common Stock.

<table>
<thead>
<tr>
<th></th>
<th>Share Prices</th>
<th>Cash Dividends Declared per Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>4.48</td>
<td>2.43</td>
</tr>
<tr>
<td>First Quarter</td>
<td>7.585</td>
<td>0.970</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>23.500</td>
<td>3.050</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>22.530</td>
<td>12.850</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>27.350</td>
<td>16.580</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>29.890</td>
<td>17.990</td>
</tr>
<tr>
<td>2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>48.950</td>
<td>28.800</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>52.970</td>
<td>44.660</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>55.550</td>
<td>50.410</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>56.280</td>
<td>48.050</td>
</tr>
</tbody>
</table>

* Cash dividends on the Common Stock were discontinued effective April 17, 2009.

On May 8, 2009, the closing sales price of our Common Stock on the NYSE was $4.02 per share.
Market Price of and Dividends on the Public Preferred Stock

Citigroup 8.500% Non-Cumulative Preferred Stock, Series F

Our 8.500% Non-Cumulative Preferred Stock, Series F is currently listed on the NYSE under the symbol “CPRM.” As of May 8, 2009, we had 81,600,000 depositary shares representing the 8.500% Non-Cumulative Preferred Stock, Series F outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per depositary share of the 8.500% Non-Cumulative Preferred Stock, Series F as reported on Bloomberg and the cash dividends declared per depositary share of the 8.500% Non-Cumulative Preferred Stock, Series F.

<table>
<thead>
<tr>
<th>Period</th>
<th>Prices</th>
<th>Cash Dividends Declared per Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>23.5</td>
<td>14.38</td>
</tr>
<tr>
<td>First Quarter</td>
<td>8.860</td>
<td>2.800</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>20.500</td>
<td>5.500</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>23.470</td>
<td>12.080</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of a depositary share representing 1/1,000th of our 8.500% Non-Cumulative Preferred Stock, Series F on the NYSE was $22.98 per depositary share.

Citigroup 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E

Our 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E is currently not listed on any exchange. As of May 8, 2009, we had 6,000,000,000 aggregate liquidation preference representing the 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per depositary share of the 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E as reported on The Yield Book® and the cash dividends declared per $1,000 liquidation preference of the 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E.

<table>
<thead>
<tr>
<th>Period</th>
<th>Prices as a Percentage of Liquidation Preference</th>
<th>Cash Dividends Declared per $1,000 Liquidation Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>92%</td>
<td>61%</td>
</tr>
<tr>
<td>First Quarter</td>
<td>70.500%</td>
<td>20.000%</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>72.000%</td>
<td>48.000%</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of a depositary share representing 1/25th of our 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E on The Yield Book® was 89% per depositary share.
Citigroup 8.125% Non-Cumulative Preferred Stock, Series AA

Our 8.125% Non-Cumulative Preferred Stock, Series AA is currently listed on the NYSE under the symbol “CPRP.” As of May 8, 2009, we had 148,600,000 depositary shares representing the 8.125% Non-Cumulative Preferred Stock, Series AA outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per depositary share of the 8.125% Non-Cumulative Preferred Stock, Series AA as reported on Bloomberg and the cash dividends declared per depositary share of the 8.125% Non-Cumulative Preferred Stock, Series AA.

<table>
<thead>
<tr>
<th></th>
<th>Prices</th>
<th>Cash Dividends Declared per Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$ 23.35</td>
<td>$ 14.38</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$18.580</td>
<td>$ 3.160</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$17.900</td>
<td>$ 5.750</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>22.440</td>
<td>8.240</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>25.390</td>
<td>22.050</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>26.500</td>
<td>20.000</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of a depositary share representing 1/1,000th of our 8.125% Non-Cumulative Preferred Stock, Series AA on the NYSE was $22.65 per depositary share.

Citigroup 6.500% Non-Cumulative Convertible Preferred Stock, Series T

Our 6.500% Non-Cumulative Convertible Preferred Stock, Series T is currently listed on the NYSE under the symbol “CPRI.” As of May 8, 2009, we had 63,373,000 depositary shares of the 6.500% Non-Cumulative Convertible Preferred Stock, Series T outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per depositary share of the 6.500% Non-Cumulative Convertible Preferred Stock, Series T as reported on Bloomberg and the cash dividends declared per depositary share of the 6.500% Non-Cumulative Convertible Preferred Stock, Series T.

<table>
<thead>
<tr>
<th></th>
<th>Prices</th>
<th>Cash Dividends Declared per Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$ 41.79</td>
<td>$ 25.81</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$33.430</td>
<td>$ 6.300</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$44.200</td>
<td>$10.280</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>48.620</td>
<td>28.125</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>54.427</td>
<td>43.270</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>59.350</td>
<td>40.890</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of a depositary share representing 1/1,000th of our 6.500% Non-Cumulative Convertible Preferred Stock, Series T on the NYSE was $40.55 per depositary share.
Market Price of and Distributions on E-TRUPS®

8.300% Fixed Rate/Floating Rate E-TRUPS® Issued by Citigroup Capital XXI

The 8.300% Fixed Rate/Floating Rate E-TRUPS® issued by Citigroup Capital XXI is currently not listed on any exchange. As of May 8, 2009 there were 3,500,000,000 aggregate liquidation amount of the 8.300% Fixed Rate/Floating Rate E-TRUPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security as reported on Trade Reporting and Compliance Engine™ (TRACE™) and the cash distributions per $1,000 liquidation amount of the 8.300% Fixed Rate/Floating Rate E-TRUPS®.

<table>
<thead>
<tr>
<th>Prices as a Percentage of Liquidation Preference</th>
<th>Cash Distributions per $1,000 Liquidation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009) .............</td>
<td>92% 45.875%</td>
</tr>
<tr>
<td>First Quarter</td>
<td>83.375% 20.000%</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008 ..........</td>
<td>85.000% 45.000%</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008 .........</td>
<td>98.250 60.000</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008 ..............</td>
<td>108.380 90.920</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008 ..............</td>
<td>108.500 93.870</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007 ..........</td>
<td>106.250% 102.550%</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing bid quotation of the 8.300% Fixed Rate/Floating Rate E-TRUPS® issued by Citigroup Capital XXI on TRACE™ was 89.5% per capital security.

7.875% E-TRUPS® Issued by Citigroup Capital XX

The 7.875% E-TRUPS® issued by Citigroup Capital XX is currently listed on the NYSE under the symbol “CPRG.” As of May 8, 2009, there were 31,500,000 capital securities of the 7.875% E-TRUPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 7.875% E-TRUPS® as reported on Bloomberg and the cash distributions per capital security of the 7.875% E-TRUPS®.

<table>
<thead>
<tr>
<th>Prices High</th>
<th>Low</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009) .............</td>
<td>$ 23.25</td>
<td>$ 9.58</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$20.000</td>
<td>$ 4.370</td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008 .............</td>
<td>$22.000</td>
<td>$ 8.820</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008 .............</td>
<td>24.500</td>
<td>12.310</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008 .................</td>
<td>26.000</td>
<td>23.560</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008 .................</td>
<td>28.940</td>
<td>17.500</td>
</tr>
<tr>
<td>2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007 .............</td>
<td>$25.900</td>
<td>$22.350</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 7.875% E-TRUPS® issued by Citigroup Capital XX on the NYSE was $22.96 per capital security.
7.250% E-TruPS® Issued by Citigroup Capital XIX

The 7.250% E-TruPS® issued by Citigroup Capital XIX is currently listed on the NYSE under the symbol “CPRF.” As of May 8, 2009, there were 49,000,000 capital securities of the 7.250% E-TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 7.250% E-TruPS® as reported on Bloomberg and the cash distributions per capital security of the 7.250% E-TruPS®.

<table>
<thead>
<tr>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$23.17</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$18.030</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$18.100</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>22.530</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>24.500</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>25.420</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$26.000</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>26.190</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 7.250% E-TruPS® issued by Citigroup Capital XIX on the NYSE was $22.4 per share.

6.829% Fixed Rate/Floating Rate E-TruPS® Issued by Citigroup Capital XVIII

The 6.829% Fixed Rate/Floating Rate E-TruPS® issued by Citigroup Capital XVIII is currently listed on the NYSE under the symbol “C/67BP.” As of May 8, 2009, there were 500,000,000 aggregate liquidation amount of the 6.829% Fixed Rate/Floating Rate E-TruPS® outstanding. The following table sets forth, for the periods indicated, the high and low sales prices per £1,000 liquidation amount of the 6.829% Fixed Rate/Floating Rate E-TruPS® as reported on Bloomberg and the cash distributions per £1,000 liquidation amount of the 6.829% Fixed Rate/Floating Rate E-TruPS®.

<table>
<thead>
<tr>
<th>Prices as a Percentage of Liquidation Preference</th>
<th>Cash Distributions per £1,000 Liquidation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>45.33%</td>
</tr>
<tr>
<td>First Quarter</td>
<td>51.968%</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>71.931%</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>86.069</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>88.970</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>97.990</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>99.975%</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>101.256</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>100.274</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.829% Fixed Rate/Floating Rate E-TruPS® issued by Citigroup Capital XVIII on the NYSE was 45.3% per capital security.
6.350% E-TruPS® Issued by Citigroup Capital XVII

The 6.350% E-TruPS® issued by Citigroup Capital XVII is currently listed on the NYSE under the symbol “CPRE.” As of May 8, 2009, there were 44,000,000 capital securities of the 6.350% E-TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.350% E-TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.350% E-TruPS®.

<table>
<thead>
<tr>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$15.11</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$15.920</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$15.800</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>19.190</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>21.610</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>23.090</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$23.550</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>25.100</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>25.200</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>N/A</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.350% E-TruPS® issued by Citigroup Capital XVII on the NYSE was $14.41 per capital security.

6.45% E-TruPS® Issued by Citigroup Capital XVI

The 6.45% E-TruPS® issued by Citigroup Capital XVI is currently listed on the NYSE under the symbol “CPRW.” As of May 8, 2009, there were 64,000,000 capital securities of the 6.45% E-TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.45% E-TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.45% E-TruPS®.

<table>
<thead>
<tr>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$15.65</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$16.480</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$16.420</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>19.590</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>22.150</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>24.000</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$24.000</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>24.660</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>25.500</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>25.500</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.45% E-TruPS® issued by Citigroup Capital XVI on the NYSE was $15.65 per capital security.
### 6.500% E-TruPS® Issued by Citigroup Capital XV

The 6.500% E-TruPS® issued by Citigroup Capital XV is currently listed on the NYSE under the symbol “CPRU.” As of May 8, 2009, there were 47,400,000 capital securities of the 6.500% E-TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.500% E-TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.500% E-TruPS®.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>High</th>
<th>Low</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Second Quarter (through May 8, 2009)</td>
<td>$17.5</td>
<td>$7.35</td>
<td>$0.40625</td>
</tr>
<tr>
<td></td>
<td>First Quarter</td>
<td>$16.220</td>
<td>$3.970</td>
<td>$0.40625</td>
</tr>
<tr>
<td>2008</td>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$16.200</td>
<td>$7.500</td>
<td>$0.40625</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2008</td>
<td>20.270</td>
<td>9.330</td>
<td>0.40625</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2008</td>
<td>22.550</td>
<td>18.360</td>
<td>0.40625</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2008</td>
<td>23.800</td>
<td>19.300</td>
<td>0.40625</td>
</tr>
<tr>
<td>2007</td>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$24.500</td>
<td>$19.190</td>
<td>$0.40625</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2007</td>
<td>24.880</td>
<td>21.060</td>
<td>0.40625</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2007</td>
<td>25.600</td>
<td>23.960</td>
<td>0.40625</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2007</td>
<td>25.750</td>
<td>24.740</td>
<td>0.40625</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.500% E-TruPS® issued by Citigroup Capital XV on the NYSE was $17.5 per capital security.

### 6.875% E-TruPS® Issued by Citigroup Capital XIV

The 6.875% E-TruPS® issued by Citigroup Capital XIV is currently listed on the NYSE under the symbol “CPRO.” As of May 8, 2009, there were 22,600,000 capital securities of the 6.875% E-TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.875% E-TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.875% E-TruPS®.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>High</th>
<th>Low</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Second Quarter (through May 8, 2009)</td>
<td>$20.66</td>
<td>$7.96</td>
<td>$0.429688</td>
</tr>
<tr>
<td></td>
<td>First Quarter</td>
<td>$17.040</td>
<td>$2.600</td>
<td>$0.429688</td>
</tr>
<tr>
<td>2008</td>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$18.120</td>
<td>$6.770</td>
<td>$0.429688</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2008</td>
<td>20.990</td>
<td>9.050</td>
<td>0.429688</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2008</td>
<td>23.500</td>
<td>19.750</td>
<td>0.429688</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2008</td>
<td>25.060</td>
<td>20.200</td>
<td>0.429688</td>
</tr>
<tr>
<td>2007</td>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$25.290</td>
<td>$18.700</td>
<td>$0.429688</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2007</td>
<td>25.750</td>
<td>22.500</td>
<td>0.429688</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2007</td>
<td>26.230</td>
<td>25.260</td>
<td>0.429688</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2007</td>
<td>26.350</td>
<td>25.820</td>
<td>0.429688</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.875% E-TruPS® issued by Citigroup Capital XIV on the NYSE was $19.8 per capital security.
Market Price of and Distributions on TruPS®

6.000% TruPS® Issued by Citigroup Capital XI

The 6.000% TruPS® issued by Citigroup Capital XI is currently listed on the NYSE under the symbol “CPRQ.” As of May 8, 2009, there were 24,000,000 capital securities of the 6.000% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.000% TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.000% TruPS®.

<table>
<thead>
<tr>
<th></th>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td><strong>2009</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$14.5</td>
<td>$6.96</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$16.120</td>
<td>$4.400</td>
</tr>
<tr>
<td><strong>2008</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$16.000</td>
<td>$6.900</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>19.460</td>
<td>9.750</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>21.140</td>
<td>17.150</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>22.500</td>
<td>18.420</td>
</tr>
<tr>
<td><strong>2007</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$22.830</td>
<td>$17.800</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>23.340</td>
<td>20.700</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>25.000</td>
<td>22.910</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>25.140</td>
<td>24.570</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.000% TruPS® issued by Citigroup Capital XI on the NYSE was $3.98 per capital security.

6.100% TruPS® Issued by Citigroup Capital X

The 6.100% TruPS® issued by Citigroup Capital X is currently listed on the NYSE under the symbol “CPRR.” As of May 8, 2009, there were 20,000,000 capital securities of the 6.100% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.100% TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.100% TruPS®.

<table>
<thead>
<tr>
<th></th>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td><strong>2009</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$14.15</td>
<td>$7.29</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$16.350</td>
<td>$4.240</td>
</tr>
<tr>
<td><strong>2008</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$16.250</td>
<td>$6.000</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>18.900</td>
<td>8.430</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>21.000</td>
<td>17.350</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>22.530</td>
<td>18.020</td>
</tr>
<tr>
<td><strong>2007</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$23.280</td>
<td>$18.150</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>23.850</td>
<td>20.810</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>25.140</td>
<td>23.000</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>25.500</td>
<td>24.640</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.100% TruPS® issued by Citigroup Capital X on the NYSE was $13.42 per capital security.
**6.000% TruPS® Issued by Citigroup Capital IX**

The 6.000% TruPS® issued by Citigroup Capital IX is currently listed on the NYSE under the symbol “CPRS.” As of May 8, 2009, there were 44,000,000 capital securities of the 6.000% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.000% TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.000% TruPS®.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Second Quarter (through May 8, 2009)</td>
<td>$14.49</td>
<td>$7.58</td>
</tr>
<tr>
<td></td>
<td>First Quarter</td>
<td>$17.340</td>
<td>$4.260</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2008</td>
<td>18.720</td>
<td>9.000</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2008</td>
<td>21.200</td>
<td>17.120</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2008</td>
<td>22.500</td>
<td>18.000</td>
</tr>
<tr>
<td>2007</td>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$23.000</td>
<td>$18.300</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2007</td>
<td>23.920</td>
<td>20.520</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2007</td>
<td>24.990</td>
<td>23.010</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2007</td>
<td>24.990</td>
<td>24.330</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.000% TruPS® issued by Citigroup Capital IX on the NYSE was $13.60 per capital security.

**6.950% TruPS® Issued by Citigroup Capital VIII**

The 6.950% TruPS® issued by Citigroup Capital VIII is currently listed on the NYSE under the symbol “CPRZ.” As of May 8, 2009, there were 56,000,000 capital securities of the 6.950% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 6.950% TruPS® as reported on Bloomberg and the cash distributions per capital security of the 6.950% TruPS®.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>Second Quarter (through May 8, 2009)</td>
<td>$16.50</td>
<td>$8.25</td>
</tr>
<tr>
<td></td>
<td>First Quarter</td>
<td>$20.340</td>
<td>$4.110</td>
</tr>
<tr>
<td>2008</td>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$19.160</td>
<td>$8.100</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2008</td>
<td>21.080</td>
<td>11.000</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2008</td>
<td>23.730</td>
<td>19.900</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2008</td>
<td>24.490</td>
<td>18.000</td>
</tr>
<tr>
<td>2007</td>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$24.770</td>
<td>$20.630</td>
</tr>
<tr>
<td></td>
<td>Third Quarter ended September 30, 2007</td>
<td>25.130</td>
<td>21.910</td>
</tr>
<tr>
<td></td>
<td>Second Quarter ended June 30, 2007</td>
<td>25.450</td>
<td>24.850</td>
</tr>
<tr>
<td></td>
<td>First Quarter ended March 31, 2007</td>
<td>25.460</td>
<td>25.030</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 6.950% TruPS® issued by Citigroup Capital VIII on the NYSE was $15.86 per capital security.
7.125% TruPS® Issued by Citigroup Capital VII

The 7.125% TruPS® issued by Citigroup Capital VII is currently listed on the NYSE under the symbol “CPRV.” As of May 8, 2009, there were 46,000,000 capital securities of the 7.125% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per capital security of the 7.125% TruPS® as reported on Bloomberg and the cash distributions per capital security of the 7.125% TruPS®.

<table>
<thead>
<tr>
<th>Prices</th>
<th>Cash Distributions per Capital Security</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>$17.26</td>
</tr>
<tr>
<td>First Quarter</td>
<td>$18.940</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>$19.000</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>21.990</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>24.430</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>25.500</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>$25.140</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>25.360</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>25.510</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>25.520</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 7.125% TruPS® issued by Citigroup Capital VII on the NYSE was $17.13 per capital security.

7.625% TruPS® Issued by Citigroup Capital III

The 7.625% TruPS® issued by Citigroup Capital III is currently listed on the NYSE under the symbol “C/36Y.” As of May 8, 2009, there were 200,000,000 aggregate liquidation amount of the 7.625% TruPS® outstanding, held by one holder of record. The following table sets forth, for the periods indicated, the high and low sales prices per preferred security of the 7.625% TruPS® as reported on Bloomberg and the cash distributions per $1,000 liquidation amount of the 7.625% TruPS®.

<table>
<thead>
<tr>
<th>Prices as a Percentage of Liquidation Preference</th>
<th>Cash Distributions per $1,000 Liquidation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>Second Quarter (through May 8, 2009)</td>
<td>52%</td>
</tr>
<tr>
<td>First Quarter</td>
<td>65.000%</td>
</tr>
<tr>
<td>2008</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2008</td>
<td>81.000%</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2008</td>
<td>93.714</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2008</td>
<td>103.25</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2008</td>
<td>110.250</td>
</tr>
<tr>
<td>2007</td>
<td></td>
</tr>
<tr>
<td>Fourth Quarter ended December 31, 2007</td>
<td>119.650%</td>
</tr>
<tr>
<td>Third Quarter ended September 30, 2007</td>
<td>117.390</td>
</tr>
<tr>
<td>Second Quarter ended June 30, 2007</td>
<td>122.123</td>
</tr>
<tr>
<td>First Quarter ended March 31, 2007</td>
<td>128.827</td>
</tr>
</tbody>
</table>

On May 8, 2009, the closing sales price of the 7.625% TruPS® issued by Citigroup Capital III on the NYSE was 52% per preferred security.
COMPARISON OF RIGHTS BETWEEN THE SUBJECT SECURITIES AND THE COMMON STOCK

The following briefly summarizes the material differences between the rights of holders of the Subject Securities as currently in effect (prior to adoption of the Public Preferred Stock Amendments which would affect holders of the Public Preferred Depositary Shares) and of holders of the Common Stock to be issued in the Exchange Offers. The discussion below is a summary and is qualified in its entirety by reference to our Certificate of Incorporation, including the Certificates of Designation, the amended and restated declaration of trust of each Citigroup Capital Trust (the “Declarations of Trust”) and the indentures governing the related underlying series of junior subordinated debt (the “Indentures”), the Statutory Trust Act of the State of Delaware, the Trust Indenture Act of 1939 (the “Trust Indenture Act”), our amended and restated bylaws (the “Bylaws”), applicable Delaware law and other documents referred to herein. We urge you to read these documents for a more complete understanding of the differences between the Subject Securities and the Common Stock.

Governing Documents

Public Preferred Depositary Shares: Holders of Public Preferred Depositary Shares have their rights set forth in our Certificate of Incorporation, including the applicable Certificate of Designation, the Bylaws and Delaware law. Certain provisions of the Certificate of Incorporation and the Certificates of Designation would be amended by the Public Preferred Stock Amendments, see “Summary—The Amendments” and the Preferred Stock Proxy Statement.

Trust Preferred Securities: Holders of Trust Preferred Securities have their rights set forth in the applicable Declaration of Trust, Indenture, the Statutory Trust Act of the State of Delaware and the Trust Indenture Act.

Common Stock: Holders of shares of our Common Stock will have their rights set forth in the Certificate of Incorporation, the Bylaws and Delaware law.

Dividends and Distributions

Public Preferred Depositary Shares: The Public Preferred Depositary Shares rank senior to the Common Stock and any other stock that is expressly junior to the Public Preferred Stock as to payment of dividends. Dividends on shares of the Public Preferred Depositary Shares are not mandatory and are not cumulative. Holders of Public Preferred Depositary Shares are entitled to receive dividends, when, as, and if declared by our board of directors, out of assets legally available under Delaware law for payment, payable either quarterly or semi-annually, depending on the series of Public Preferred Depositary Shares. On April 17, 2009, we announced that we intend to continue to pay full dividends on our preferred stock, including the Public Preferred Depositary Shares, through and until the closing of the Exchange Offers, at which point these dividends will be suspended.

We must pay, or declare and set apart for payment, dividends on each series of Public Preferred Depositary Shares before we may pay dividends or make any distributions relating to, or redeem, purchase, acquire or make a liquidation payment relating to, any of Citigroup’s junior stock, including the Common Stock, subject to certain exceptions.

Trust Preferred Securities: Holders of the Trust Preferred Securities are entitled to receive cumulative distributions at a fixed annual percentage rate, payable either quarterly or semi-annually, depending on the series of Trust Preferred Security. Distributions not paid when due accumulate additional interest. The funds available to each Citigroup Capital Trust for distributions on the Trust Preferred Securities are limited to payments received from Citigroup on the series of junior subordinated debt held by the applicable Citigroup Capital Trust.

If we defer interest payments on a series of junior subordinated debt, distributions on the related series of Trust Preferred Securities will also be deferred. During a deferral period, also called an extension period, we cannot pay any dividends or make any distributions relating to, or redeem, purchase, acquire or make a liquidation payment relating to, any of the Citigroup’s capital stock, including the Common Stock and the Public SECURITIES.
Preferred Depositary Shares, or make an interest, principal or premium on or repurchase any of our debt securities that rank equal with or junior to the relevant series of junior subordinated debt, subject to certain exceptions.

**Common Stock:** Subject to the preferential rights of any other class or series of capital stock or other securities, including the Public Preferred Depositary Shares and the Trust Preferred Securities, holders of Common Stock will be entitled to receive such dividends when, as and if declared by our board of directors. On February 27, 2009, we announced that dividend payments on our Common Stock will be suspended.

The Public Preferred Stock Amendments would permit us to declare and pay dividends on Common Stock, without paying or setting apart for payment any dividends on any series of Public Preferred Depositary Shares.

**Ranking**

**Public Preferred Depositary Shares:** Each series of Public Preferred Depositary Shares currently ranks senior with respect to dividend rights and rights upon liquidation, dissolution or winding up of Citigroup to the Common Stock. Each series of Public Preferred Depositary Shares is equal in right of payment with the other outstanding series of Public Preferred Depositary Shares. The Public Preferred Depositary Shares rank junior in right of payment to all of our existing and future indebtedness and the Trust Preferred Securities. The liquidation preference of the Public Preferred Depositary Shares ranges from $25 to $1,000 per depositary share, plus any accrued and unpaid dividends on such depositary share.

**Trust Preferred Securities:** Each series of Trust Preferred Securities currently ranks senior with respect to rights upon liquidation, dissolution or winding up of Citigroup to the Common Stock and the Public Preferred Depositary Shares. Each series of TRUPS® is equal in right of payment with the other outstanding series of TRUPS®, and each series of E-TRUPS® is equal in right of payment with the other outstanding series of E-TRUPS®. Generally, the E-TRUPS® rank junior in right of payment to all of our “senior indebtedness” (as defined in the relevant junior subordinated debt indenture, as amended) including the TRUPS®, and the TRUPS® rank junior in right of payment to all of our “senior indebtedness” (as defined in the relevant junior subordinated debt indenture, as amended). The liquidation amount of the Trust Preferred Securities ranges from $25 and $1,000 per share (£1,000 in the case of the 6.829% E-TRUPS®), plus any accrued and unpaid distributions on such Trust Preferred Security.

**Common Stock:** The Common Stock will rank junior with respect to dividend rights and rights upon liquidation, dissolution or winding up of Citigroup to all other securities and indebtedness of Citigroup.

If the Public Preferred Stock Amendments become effective, holders of Public Preferred Depositary Shares will no longer be entitled to receive dividends in preference or priority to the holders of Common Stock.

**Conversion Rights**

**Public Preferred Depositary Shares:** The Series T Preferred Stock is the only series of Public Preferred Depositary Shares that is convertible.

**Series T Preferred Stock:**

**Optional Conversion.** Holders of the Series T Preferred Stock may convert, at their option, Series T Preferred Stock into Common Stock at a conversion rate of 1,482.3503 shares of Common Stock per share of the Series T Preferred Stock, subject to adjustment.

Holders of the Series T Preferred Stock may also convert their shares in the event of a make-whole acquisition or fundamental change.
Mandatory Conversion at Citigroup’s Option. On or after February 15, 2013, Citigroup has the right to require holders of the Series T Preferred Stock to convert some or all of the outstanding shares of Series T Preferred Stock into the number of shares of Common Stock that are issuable at the then-applicable conversion rate if the closing sale price of the Common Stock for at least 20 trading days in a period of 30 consecutive trading days exceeds 130% of the then-applicable conversion price of the Series T Preferred Stock.

Trust Preferred Securities: The Trust Preferred Securities are not convertible into shares of Common Stock.

Common Stock: The Common Stock is not convertible.

Voting Rights

Public Preferred Depositary Shares:

Whenever dividends remain unpaid on the Public Preferred Depositary Shares or any other class or series of preferred stock that ranks on parity with Public Preferred Depositary Shares as to payment of dividends and having equivalent voting rights (“Parity Stock”) for at least six quarterly dividend periods (whether or not consecutive) (or, for the Series E Preferred Stock, at least three semi-annual dividend periods), the number of directors constituting the board of directors will be increased by two members and the holders of the Public Preferred Depositary Shares together with holders of Parity Stock, voting separately as a single class, will have the right to elect the two additional members of the board of directors. When Citigroup has paid full dividends on any class or series of non-cumulative Parity Stock for at least four consecutive quarterly dividend periods (or, for the Series E Preferred Stock, at least two consecutive semi-annual periods) following such non-payment, and has paid cumulative dividends in full on any class or series of cumulative Parity Stock, the voting rights will cease and the authorized number of directors will be reduced by two.

In addition, holders of Public Preferred Depositary Shares currently have the right to vote as a separate class with all other series of Parity Stock adversely affected by and entitled to vote thereon (except preferred stock currently held by the USG, which votes as a separate class), with respect to:

- any amendment, alteration or repeal of the provisions of the Certificate of Incorporation, including the relevant Certificate of Designations, or Bylaws that would alter or change the voting powers, preferences or special rights of such series of Public Preferred Depositary Shares so as to affect them adversely;
- any amendment or alteration of the Certificate of Incorporation to authorize or increase the authorized amount of any shares of, or any securities convertible into shares of, any of Citigroup’s capital stock ranking prior to such series of Public Preferred Depositary Shares; or
- the consummation of a binding share exchange or reclassification involving such series of Public Preferred Depositary Shares or a merger or consolidation of Citigroup with another entity.

Approval of two-thirds of such shares is required.

If the Public Preferred Stock Amendments become effective and the applicable series of Public Preferred Depositary Shares is delisted, holders of such series of Public Preferred Depositary Shares will no longer have the right to elect two additional members of the board of directors when dividends remain unpaid on the Public Preferred Depositary Shares or any other Parity Stock for at least six quarterly dividend periods (or three semi-annual periods for the Series E Preferred Stock), as described in the first paragraph above. In addition, the Public Preferred Stock Amendments would eliminate the requirement that two-thirds of the holders of Public Preferred Depositary Shares approve any amendment, alteration or repeal of the provisions of the Certificate of Incorporation, including the relevant Certificate of Designations, that would alter or change the voting powers, preferences or special rights of such series of Public Preferred Depositary Shares so as to affect them adversely. See “The Exchange Offers—The Amendments—Public Preferred Stock Amendments” for additional information on the Public Preferred Stock Amendments and the requirements for their approval.
Trust Preferred Securities: Generally, holders of the Trust Preferred Securities do not have any voting rights with respect to Citigroup, but do have the right to vote on modifications to certain documents governing the Trust Preferred Securities.

Common Stock: Holders of shares of Common Stock will be entitled to one vote per share on all matters voted on by Citigroup’s stockholders. Following the adoption of the Common Stock Amendments, the holders of the Common Stock will not be entitled to vote on any amendments to the Certificates of Designation relating to any series of preferred stock.

Redemption

Public Preferred Depositary Shares:

Optional Redemption by Citigroup. Citigroup may redeem all or a portion (subject to the exception with respect to the Series E Preferred Stock and the 8.125% Non-Cumulative Preferred Stock, Series AA that a minimum of 2,000 shares be left outstanding following a partial redemption) of each series of Public Preferred Depositary Shares, at its option on or after the date set forth in the table below, at a redemption price equal to 100% of the liquidation preference thereof, on any dividend payment date for which dividends have been declared in full.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Title of Securities Represented by Public Preferred Depositary Shares</th>
<th>Redemption Date</th>
<th>Redemption Price Per Depositary Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>172967556......</td>
<td>8.500% Non-Cumulative Preferred Stock, Series F</td>
<td>June 15, 2013</td>
<td>$ 25</td>
</tr>
<tr>
<td>172967ER8......</td>
<td>8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E</td>
<td>April 30, 2018</td>
<td>$1,000</td>
</tr>
<tr>
<td>172967572......</td>
<td>8.125% Non-Cumulative Preferred Stock, Series AA</td>
<td>February 15, 2018</td>
<td>$ 25</td>
</tr>
<tr>
<td>172967598......</td>
<td>6.500% Non-Cumulative Convertible Preferred Stock, Series T</td>
<td>February 15, 2015</td>
<td>$ 50</td>
</tr>
</tbody>
</table>

In addition, Citigroup may redeem at any time, in whole but not in part, the Series T Preferred Stock if the aggregate liquidation preference of such shares is equal to 5% or less of the aggregate liquidation preference of the shares of such Series T Preferred Stock originally issued by Citigroup.

Redemption at Option of Holders. The Public Preferred Depositary Shares are not redeemable at the option of the holders.
Trust Preferred Securities:

Optional Redemption by the Trusts. The Trusts will redeem the Trust Preferred Securities on the dates and to the extent the related junior subordinated debt securities are redeemed by Citigroup. Citigroup may redeem, in whole, at any time, or in part, from time to time, the related junior subordinated debt securities set forth in the table below on or after the date set forth below at a redemption price equal to 100% of the principal amount to be redeemed plus any accrued and unpaid interest thereon through the date of redemption.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Title of Securities</th>
<th>Redemption Date</th>
<th>Redemption Price Per Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>173094AA1</td>
<td>8.300% E-TRUPS®</td>
<td>December 21, 2037</td>
<td>$1,000</td>
</tr>
<tr>
<td>173085200</td>
<td>7.875% E-TRUPS®</td>
<td>December 15, 2012</td>
<td>$25</td>
</tr>
<tr>
<td>17311U200</td>
<td>7.250% E-TRUPS®</td>
<td>August 15, 2012</td>
<td>$25</td>
</tr>
<tr>
<td>17309E200</td>
<td>6.875% E-TRUPS®</td>
<td>June 30, 2011</td>
<td>$25</td>
</tr>
<tr>
<td>17310G202</td>
<td>6.500% E-TRUPS®</td>
<td>September 15, 2011</td>
<td>$25</td>
</tr>
<tr>
<td>17310L201</td>
<td>6.450% E-TRUPS®</td>
<td>December 31, 2011</td>
<td>$25</td>
</tr>
<tr>
<td>17311H209</td>
<td>6.350% E-TRUPS®</td>
<td>March 15, 2012</td>
<td>$25</td>
</tr>
<tr>
<td>XS0306711473</td>
<td>6.829% E-TRUPS®</td>
<td>June 28, 2017</td>
<td>£1,000</td>
</tr>
<tr>
<td>17306N203</td>
<td>7.125% TRUPS®</td>
<td>July 31, 2006</td>
<td>$25</td>
</tr>
<tr>
<td>17306R204</td>
<td>6.950% TRUPS®</td>
<td>September 17, 2006</td>
<td>$25</td>
</tr>
<tr>
<td>173064205</td>
<td>6.100% TRUPS®</td>
<td>September 30, 2008</td>
<td>$25</td>
</tr>
<tr>
<td>173066200</td>
<td>6.000% TRUPS®</td>
<td>February 13, 2008</td>
<td>$25</td>
</tr>
<tr>
<td>17307Q205</td>
<td>6.000% TRUPS®</td>
<td>September 27, 2009</td>
<td>$25</td>
</tr>
</tbody>
</table>

(1) The 8.300% E-TRUPS® may also be redeemed prior to December 21, 2037 at the applicable make-whole redemption amount.

The 7.625% TRUPS® issued by Citigroup Capital III do not provide Citigroup an option to redeem the related junior subordinated debt securities prior to its maturity date. However, all Trust Preferred Securities may be redeemed by Citigroup, in whole or in part, at varying redemption prices at any time if certain changes in tax, investment company or bank regulatory law or interpretation occur and certain other conditions are satisfied.

Redemption at Option of Holders. The Trust Preferred Securities are not redeemable at the option of the holders.

Common Stock: We have no obligation or right to redeem our Common Stock.

Listing

Public Preferred Depositary Shares: Each series of the Public Preferred Depositary Shares is listed on the NYSE, with the exception of depositary shares representing Series E Preferred Stock, which are not listed on any securities exchange. However, we intend to delist each series of Public Preferred Depositary Shares from the NYSE and we do not intend to apply for listing of any series of Public Preferred Depositary Shares on any other securities exchange. To the extent permitted by law, we intend to deregister each outstanding series of Public Preferred Depositary Shares and Public Preferred Stock under the Exchange Act.

Trust Preferred Securities: Each series of Trust Preferred Security is listed for trading on the NYSE, with the exception of the 8.300% E-TRUPS® issued by Citigroup Capital XXI, which are not listed for trading on any securities exchange.

Common Stock: The Common Stock is listed for trading on the NYSE.
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes certain material U.S. federal income tax consequences relating to the exchange of the Public Preferred Depositary Shares or Trust Preferred Securities pursuant to the Exchange Offers and to the ownership and disposition of our Common Stock received upon such exchange.

Unless otherwise specifically indicated herein, this summary addresses the tax consequences only to a beneficial owner of the Subject Securities that is a citizen or individual resident of the United States, a corporation organized in or under the laws of the United States or any state thereof or the District of Columbia or otherwise subject to U.S. federal income taxation on a net income basis in respect of the Subject Securities or Common Stock (a “U.S. holder”). This summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to exchange the Subject Securities by any particular investor, including tax considerations that arise from rules of general application to all taxpayers or to certain classes of taxpayers or that are generally assumed to be known by investors. This summary also does not address the tax consequences to (i) persons that may be subject to special treatment under U.S. federal income tax law, such as banks, insurance companies, thrift institutions, regulated investment companies, real estate investment trusts, tax-exempt organizations, U.S. expatriates, persons subject to the alternative minimum tax, traders in securities that elect to mark to market and dealers in securities or currencies, (ii) persons that have held the Subject Securities or will hold our Common Stock as part of a position in a “straddle” or as part of a “hedging,” “conversion” or other integrated investment transaction for federal income tax purposes, or (iii) persons that have not held the Subject Securities, or will not hold our Common Stock, as “capital assets” (generally, property held for investment).

This summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), Treasury regulations, administrative rulings and judicial authority, all as in effect as of the date of this prospectus. Subsequent developments in U.S. federal income tax law, including changes in law or differing interpretations, which may be applied retroactively, could have a material effect on the U.S. federal income tax consequences of exchanging the Subject Securities for our Common Stock and owning and disposing of our Common Stock.

Each prospective investor should consult its own tax advisor regarding the U.S. federal, state, local, and foreign income and other tax consequences of exchanging the Subject Securities for our Common Stock and of owning and disposing of our Common Stock.

If a partnership (or other entity classified as a partnership for U.S. federal income tax purposes) is the beneficial owner of the Subject Securities or our Common Stock, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partnership that has held the Subject Securities or will hold our Common Stock or if you are a partner in such a partnership, you should consult your own tax advisor regarding the U.S. federal income tax consequences of exchanging the Subject Securities for our Common Stock and owning and disposing of our Common Stock.

Classification of the Voting Trust

The Voting Trust will either be classified as a grantor trust or as merely a custodial arrangement that is not an entity recognized for United States federal tax purposes, and accordingly will not be classified as a partnership or an association taxable as a corporation. Accordingly, for U.S. federal income tax purposes, if you exchange Subject Securities pursuant to the Exchange Offers, you generally will be considered the owner of an undivided interest in your ratable share of the Common Stock held by the Voting Trust. Therefore the distribution of such Common Stock to you from the Voting Trust will not be a taxable event.
Treatment of the Exchange Offers

Exchange of the Public Preferred Depositary Shares into our Common Stock pursuant to the Exchange Offers

The exchange of the Public Preferred Depositary Shares for our Common Stock pursuant to the Exchange Offers will be treated as a recapitalization within the meaning of Section 368(a)(1)(E) of the Code. Therefore, except as described below with respect to cash in lieu of fractional shares, no gain or loss will be recognized by you upon the exchange. Accordingly, your tax basis in the Common Stock received in such an exchange should be the same as your tax basis in the Public Preferred Depositary Shares surrendered (excluding the portion of the tax basis that is allocable to any fractional share), and your holding period for such Common Stock should include your holding period for the Public Preferred Depositary Shares that were exchanged.

The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share should be equal to the difference between the amount of cash you will receive in respect of the fractional share and the portion of your tax basis in the Public Preferred Depositary Shares that is allocable to the fractional share. Any gain or loss recognized on the exchange generally should be capital gain or loss and should be long-term capital gain or loss if, at the time of the exchange, you have held the Public Preferred Depositary Shares for more than one year. The deductibility of net capital losses by individuals and corporations is subject to limitations. You should consult with your own tax advisors concerning the treatment of cash received in lieu of a fractional share.

Exchange of the Trust Preferred Securities into our Common Stock pursuant to the Exchange Offers

A holder of a Trust Preferred Security is treated for U.S. federal income tax purposes as the beneficial owner of a ratable share of the debt securities held by the related trust (the “Underlying Debt Securities”). Thus the exchange of the Trust Preferred Securities for our Common Stock pursuant to the Exchange Offers will be treated as an exchange of the Underlying Depositary Securities for our Common Stock for U.S. federal income tax purposes, and will be a recapitalization within the meaning of Section 368(a)(1)(E) of the Code. Therefore, except as described below with respect to accrued but unpaid interest, cash in lieu of fractional shares, and foreign currency gain or loss realized on the Sterling-denominated 6.829% E-TruPS® no gain or loss will be recognized by you upon the exchange. Accordingly, your holding period for the Common Stock received in such an exchange (excluding Common Stock attributable to accrued but unpaid interest on the Underlying Debt Securities) should include your holding period for the Trust Preferred Securities that were exchanged and your tax basis in such Common Stock (excluding Common Stock attributable to accrued but unpaid interest on the Underlying Debt Securities) should be the same as your adjusted tax basis in the Trust Preferred Securities surrendered (excluding the portion of the tax basis that is allocable to any fractional share). Your tax basis in the Common Stock received in exchange for the Sterling-denominated 6.829% E-TruPS® will be adjusted to take into account the amount of any foreign currency gain or loss realized in the exchange, as described below.

The fair market value of any Common Stock received by you attributable to accrued but unpaid interest on the Underlying Debt Securities should be taxable as ordinary income (to the extent not previously taken into income). Your initial tax basis in any Common Stock treated as an interest payment should be equal to its fair market value immediately after the settlement date, and your holding period with respect to such Common Stock should begin on the day following the settlement date.

The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share should be equal to the difference between the amount of cash you will receive in respect of the fractional share and the portion of your tax basis in the Trust Preferred Securities that is allocable to the fractional share. Any gain or loss recognized on the exchange generally should be capital gain or loss and should be long-term capital gain or loss if, at the time of the exchange, you have held the Trust Preferred Securities for more than one year. The deductibility of net capital losses by individuals and corporations is subject to limitations. You should consult with your own tax advisors concerning the treatment of cash received in lieu of a fractional share.

If you acquired a Trust Preferred Security for an amount that is less than the stated principal amount of a ratable share of the Underlying Debt Securities, the amount of such difference is generally treated as “market
discount” on the Underlying Debt Securities for U.S. federal income tax purposes. In general, market discount will be considered to accrue ratably during the period from the date of the purchase of the Trust Preferred Security to the maturity date of the Underlying Debt Securities, unless you make an irrevocable election (on an instrument-by-instrument basis) to accrue market discount under a constant yield method. If you exchange Trust Preferred Securities with accrued market discount for our Common Stock pursuant to the Exchange Offers, any gain on the subsequent disposition of such Common Stock will be treated as ordinary income to the extent of such accrued market discount that has not previously been included in income. In the case of Sterling-denominated 6.829% E-TruPS®, such accrued market discount first will be calculated in Sterling and then will be translated into U.S. dollars at the spot exchange rate on the settlement date of the Exchange Offers. Market discount calculated in this way will not be treated as foreign currency gain or loss for purposes of the special rules discussed in the following paragraph.

If you exchange the Sterling-denominated 6.829% E-TruPS® for our Common Stock pursuant to the Exchange Offers, you will recognize gain or loss realized on such exchange to the extent attributable to changes in currency exchange rates during the period in which you held such securities. This foreign currency gain or loss will be treated as ordinary income or loss.

Non-U.S. Holders

Generally, if you are a foreign corporation or a non-resident alien individual, you will not recognize any gain or loss upon the exchange of Subject Securities for Common Stock pursuant to the Exchange Offers. In particular, (i) gain or loss will not be recognized with respect to cash received in lieu of a fractional share provided that (a) such gain or loss is not effectively connected with your conduct of a trade or business in the United States, (b) if you are an individual who holds the Subject Securities as capital assets, you are present in the United States for less than 183 days in the taxable year of the exchange and other conditions are met, and (c) you comply with certain certification requirements; and (ii) the fair market value of any Common Stock received by you attributable to accrued but unpaid interest on the Trust Preferred Securities should not be subject to U.S. federal income tax provided that (a) the interest on the Trust Preferred Securities is not effectively connected with your conduct of a trade or business in the United States, (b) you do not actually or constructively own 10% or more of the total combined voting power of all classes of our stock and are not a controlled foreign corporation related to us through stock ownership, and (c) you comply with certain certification requirements.

U.S. Holders of Common Stock

Distributions on Common Stock

In general, distributions with respect to our Common Stock will constitute dividends to the extent made out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a non-taxable return of capital to the extent of your tax basis in our Common Stock and thereafter as capital gain from the sale or exchange of such Common Stock. Dividends received by a corporate U.S. holder will be eligible for the dividends-received deduction if you meet certain holding period and other applicable requirements. Dividends received by a non-corporate U.S. holder in tax years beginning on or before December 31, 2010 will qualify for taxation at special rates if you meet certain holding period and other applicable requirements.

Disposition of Common Stock

Subject to the above discussion on market discount under “Exchange of the Trust Preferred Securities into our Common Stock pursuant to the Exchange Offers,” upon the sale or other disposition of our Common Stock received upon exchange of Subject Securities pursuant to the Exchange Offers, you will generally recognize capital gain or loss equal to the difference between the amount realized and your adjusted tax basis in our Common Stock. Such capital gain or loss will generally be long-term if your holding period in respect of such Common Stock is more than one year. Your holding period for Common Stock received in exchange for Public Preferred Depositary Shares should include your holding period for the Public Preferred Depositary Shares that
were exchanged. For a discussion of your holding period in respect of Common Stock received in exchange for
Trust Preferred Securities, see above under “Exchange of the Trust Preferred Securities into our Common Stock
pursuant to the Exchange Offers.” Long-term capital gain recognized by a non-corporate U.S. holder is eligible
for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

U.S. Information Reporting and Backup Withholding
You will be subject to information reporting with respect to any dividend payments by us to you and
proceeds of the sale or other disposition by you of our Common Stock, unless you are a corporation or other
exempt recipient and appropriately establish that exemption. In addition, such payments will be subject to U.S.
federal backup withholding tax, unless you supply a taxpayer identification number, certified under penalties of
perjury, as well as certain other information or otherwise establish an exemption from backup withholding. The
backup withholding rate is currently 28%.

Non-U.S. Holders of Common Stock
The discussion in this section is addressed to holders of the Common Stock received pursuant to the
Exchange Offers that are “non-U.S. holders.” You are a non-U.S. holder if you are a beneficial owner of the
Common Stock who is a foreign corporation or a non-resident alien individual.

Dividends
Dividends with respect to our Common Stock ordinarily will be subject to withholding of U.S. federal
income tax at a 30 percent rate, or at a lower rate under an applicable income tax treaty that provides for a
reduced rate of withholding. However, if the dividends are effectively connected with your conduct of a trade or
business within the United States (and, if certain treaties apply, are attributable to your permanent establishment
in the United States), then the dividends will be exempt from the withholding tax described above and instead
will be subject to U.S. federal income tax on a net income basis.

Gain on Disposition of Common Stock
You generally will not be subject to United States federal income tax in respect of gain realized on a
disposition of Common Stock, provided that (a) the gain is not effectively connected with your conduct of a trade
or business in the United States and (b) if you are an individual who holds the Common Stock as a capital asset,
you are present in the United States for less than 183 days in the taxable year of the sale and other conditions are
met.

Federal Estate Taxes
Common Stock owned or treated as being owned by a non-U.S. holder at the time of death will be included
in such holder’s gross estate for U.S. federal estate tax purposes, unless an applicable estate tax treaty provides
otherwise.

U.S. Information Reporting and Backup Withholding Tax
U.S. information reporting requirements and backup withholding tax will not apply to dividends paid on
Common Stock, provided that you provide a Form W-8BEN (or satisfy certain documentary evidence
requirements for establishing that you are not a U.S. person) or otherwise establish an exemption. Information
reporting and backup withholding also generally will not apply to a payment of the proceeds of a sale of
Common Stock effected outside the United States by a foreign office of a foreign broker. However, information
reporting requirements (but not backup withholding) will apply to a payment of the proceeds of a sale of
Common Stock effected outside the United States by a foreign office of certain U.S.-related brokers, unless the
broker has documentary evidence in its records that you are a non-U.S. holder and certain conditions are met, or
you otherwise establish an exemption. Payment by a U.S. office of a broker of the proceeds of a sale of Common
Stock will be subject to both backup withholding and information reporting unless you certify your non-U.S.
status under penalties of perjury or otherwise establish an exemption.
LEGAL MATTERS

The validity of the Common Stock to be issued in the Exchange Offers will be passed upon for us by Michael J. Tarpley, Assistant General Counsel — Capital Markets. Mr. Tarpley is paid a salary and a bonus by us, is a participant in our employee benefit plans and beneficially owns, or has rights to acquire under Citigroup’s employee benefit plans, an aggregate of less than 1% of Citigroup’s Common Stock. Certain legal matters with respect to the Exchange Offers will be passed upon for us by Cleary Gottlieb Steen & Hamilton LLP, New York, New York. Cleary Gottlieb Steen & Hamilton LLP has from time to time acted as counsel for Citigroup and its subsidiaries and may do so in the future.

EXPERTS

The consolidated financial statements of Citigroup Inc. as of December 31, 2008 and 2007, and for each of the years in the three-year period ended December 31, 2008, and management’s assessment of effectiveness of internal control over financial reporting as of December 31, 2008, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. To the extent that KPMG audits and reports on consolidated financial statements of Citigroup at future dates and consents to the use of their reports thereon, such consolidated financial statements also will be incorporated by reference in the registration statement in reliance upon their reports and said authority. The report of KPMG LLP on the consolidated financial statements refers to changes in 2007 in Citigroup Inc.’s methods of accounting for fair value measurements, the fair value option for financial assets and financial liabilities, uncertainty in income taxes and cash flows relating to income taxes generated by a leverage lease transaction.
The Exchange Agent for the Exchange Offers is:

BNY MELLON
SHAREOWNER SERVICES
Attn: Corporate Actions Dept., 27th Floor
480 Washington Boulevard
Jersey City, NJ 07310

The Information Agent for the Exchange Offers is:

Morrow & Co., LLC
470 West Avenue
Stamford, CT 06902

Banks and Brokerage Firms, Please Call: (203) 658-9400
Holders Call Toll Free: (800) 445-0102

The Dealer Manager for the Exchange Offers is:

Citigroup Global Markets Inc.
Liability Management Desk
390 Greenwich Street, 4th Floor
New York, New York 10013
(800) 558-3745 (toll-free)
PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware, or DGCL, empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful.

Subsection (b) of Section 145 of the DGCL empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Subsection (d) of Section 145 of the DGCL provides that any indemnification under subsections (a) and (b) of such Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of such Section 145. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by the majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145 of the DGCL further provides that to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith and that such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in Section 145 of the DGCL; that any indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall not be deemed exclusive of any other rights to
which the indemnified party may be entitled; that indemnification provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized and ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person’s heirs, executors and administrators; and empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person’s status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145. Section Four of Article IV of Citigroup’s by-laws provides that Citigroup shall indemnify its directors and officers to the fullest extent permitted by the DGCL.

Citigroup also provides liability insurance for its directors and officers which provides for coverage against loss from claims made against directors and officers in their capacity as such, including, subject to certain exceptions, liabilities under the federal securities laws.

Section 102(b)(7) of the DGCL provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. Article Tenth of Citigroup’s Certificate of Incorporation limits the liability of directors to the fullest extent permitted by Section 102(b)(7).

The directors and officers of Citigroup are covered by insurance policies indemnifying them against certain liabilities, including certain liabilities arising under the Securities Act, which might be incurred by them in such capacities and against which they cannot be indemnified by Citigroup. Any agents, dealers or underwriters who execute any underwriting or distribution agreement relating to securities offered pursuant to this Registration Statement will agree to indemnify Citigroup’s directors and their officers who signed the Registration Statement against certain liabilities that may arise under the Securities Act with respect to information furnished to Citigroup by or on behalf of such indemnifying party.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

**Item 21. Exhibits and Financial Statement Schedules.**

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1(a)</td>
<td>Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 4.01 to the Company’s Registration Statement on Form S-3 filed December 15, 1998 (No. 333-68949).</td>
</tr>
<tr>
<td>3.1(b)</td>
<td>Certificate of Designation of 5.321% Cumulative Preferred Stock, Series YY, of the Company, incorporated by reference to Exhibit 4.45 to Amendment No. 1 to the Company’s Registration Statement on Form S-3 filed January 22, 1999 (No. 333-68949).</td>
</tr>
<tr>
<td>3.1(c)</td>
<td>Certificate of Amendment to the Restated Certificate of Incorporation of the Company dated April 18, 2000, incorporated by reference to Exhibit 3.01.3 to the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2000 (File No. 1-9924).</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Description</td>
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<tr>
<td>3.1(d)</td>
<td>Certificate of Amendment to the Restated Certificate of Incorporation of the Company dated April 17, 2001, incorporated by reference to Exhibit 3.01.4 to the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2001 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(e)</td>
<td>Certificate of Designation of 6.767% Cumulative Preferred Stock, Series YYY, of the Company, incorporated by reference to Exhibit 3.01.5 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(f)</td>
<td>Certificate of Amendment to the Restated Certificate of Incorporation of the Company dated April 18, 2006, incorporated by reference to Exhibit 3.01.6 to the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2006 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(g)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series A1, of the Company, incorporated by reference to Exhibit 3.01 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(h)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series B1, of the Company, incorporated by reference to Exhibit 3.02 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(i)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series C1, of the Company, incorporated by reference to Exhibit 3.03 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(j)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series D1, of the Company, incorporated by reference to Exhibit 3.04 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(k)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series J1, of the Company, incorporated by reference to Exhibit 3.05 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(l)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series K1, of the Company, incorporated by reference to Exhibit 3.06 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(m)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series L2, of the Company, incorporated by reference to Exhibit 3.07 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(n)</td>
<td>Certificate of Designation of 7% Non-Cumulative Convertible Preferred Stock, Series N1, of the Company, incorporated by reference to Exhibit 3.08 to the Company’s Current Report on Form 8-K filed February 18, 2009 (File No. 1-9924).</td>
</tr>
<tr>
<td>3.1(q)</td>
<td>Certificate of Designation of 8.40% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E, of the Company, incorporated by reference to Exhibit 3.01 to the Company’s Current Report on Form 8-K filed April 28, 2008 (File No. 1-9924).</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Description</td>
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<tr>
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</tr>
<tr>
<td>3.1(s)</td>
<td>Certificate of Designations of Fixed Rate Cumulative Perpetual Preferred Stock, Series H, of the Company, incorporated by reference to Exhibit 3.1 to the Company’s Current Report on Form 8-K filed October 30, 2008 (File No. 1-9924).</td>
</tr>
<tr>
<td>4.1</td>
<td>Warrant, dated October 28, 2008, issued by the Company to the United States Department of the Treasury (the “UST”), incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed October 30, 2008 (File No. 1-9924).</td>
</tr>
<tr>
<td>4.2</td>
<td>Warrant, dated December 31, 2008, issued by the Company to the UST, incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed December 31, 2008 (File No. 1-9924).</td>
</tr>
<tr>
<td>5.1</td>
<td>Form of Opinion of Michael J. Tarpley, Assistant General Counsel—Capital Markets of Citigroup regarding the validity of the Common Stock being registered.</td>
</tr>
<tr>
<td>8.1</td>
<td>Form of Opinion of Cleary Gottlieb Steen &amp; Hamilton LLP.</td>
</tr>
<tr>
<td>23.1</td>
<td>Consent of KPMG LLP, Independent Registered Public Accounting Firm.</td>
</tr>
<tr>
<td>23.2</td>
<td>Form of Consent of Michael J. Tarpley (included in Exhibit 5.1).</td>
</tr>
<tr>
<td>24.1</td>
<td>Powers of Attorney.*</td>
</tr>
</tbody>
</table>

* Previously filed
Item 22. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in any such document immediately prior to such date of first use, shall, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant’s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Citigroup Inc. has duly caused this registration statement or amendment thereto to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on May 13, 2009.

CITIGROUP INC.

By: /s/ Edward J. Kelly
Name: Edward J. Kelly
Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement or amendment has been signed by the following persons in the capacities indicated, on May 13, 2009.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
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<tbody>
<tr>
<td>/s/ Vikram S. Pandit</td>
<td>Chief Executive Officer and Director</td>
</tr>
<tr>
<td></td>
<td>(Principal Executive Officer)</td>
</tr>
<tr>
<td>/s/ Edward J. Kelly</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td></td>
<td>(Principal Financial Officer)</td>
</tr>
<tr>
<td>/s/ John C. Gerspach</td>
<td>Controller and Chief Accounting Officer</td>
</tr>
<tr>
<td></td>
<td>(Principal Accounting Officer)</td>
</tr>
<tr>
<td>C. Michael Armstrong</td>
<td>Director</td>
</tr>
<tr>
<td>Alain J.P. Belda</td>
<td>Director</td>
</tr>
<tr>
<td>John M. Deutch</td>
<td>Director</td>
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<tr>
<td>Jerry A. Grundhofer</td>
<td>Director</td>
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<td>Andrew N. Liveris</td>
<td>Director</td>
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<td>Anne M. Mulcahy</td>
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<td>Michael E. O’Neill</td>
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<td>Richard D. Parsons</td>
<td>Director</td>
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<td>Lawrence R. Ricciardi</td>
<td>Director</td>
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<td>Signature</td>
<td>Title</td>
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<tr>
<td>*</td>
<td>Director</td>
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<tr>
<td>Judith Rodin</td>
<td>Director</td>
</tr>
<tr>
<td>Robert L. Ryan</td>
<td>Director</td>
</tr>
<tr>
<td>Anthony M. Santonero</td>
<td>Director</td>
</tr>
<tr>
<td>William S. Thompson, Jr.</td>
<td>Director</td>
</tr>
</tbody>
</table>

*By: /S/ MICHAEL S. HELFER

Name: Michael S. Helfer

*Attorney-in-Fact
Citigroup Inc.
399 Park Avenue
New York, New York 10043

Ladies & Gentlemen:

I am an Assistant General Counsel—Capital Markets of Citigroup Inc., a Delaware corporation (“Citigroup”). I refer to the filing by Citigroup with the Securities and Exchange Commission of a Registration Statement on Form S-4 (the “Registration Statement”) relating to shares of Citigroup’s common stock, par value $0.01 per share (the “Common Stock”) issuable upon exchange for certain series of preferred stock and trust preferred securities, as described in the Registration Statement. The terms defined in the Registration Statement are used herein as defined therein.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments and have conducted such other investigations of fact and law as I have deemed necessary or advisable for the purposes of this opinion.

Upon the basis of the foregoing, I am of the opinion that:

1. Citigroup has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware; and

2. The shares of Common Stock to be issued upon consummation of the Exchange Offers have been duly authorized and, when issued and delivered as provided in the Registration Statement, will be duly and validly issued, fully paid and nonassessable, and will have the rights set forth in Citigroup’s Restated Certificate of Incorporation, and the issuance of the Common Stock will not be subject to any preemptive or similar rights. In giving this opinion, I assume that the aggregate number of shares of Common Stock issued in connection with the Exchange Offers does not exceed the Aggregate Share Cap.

My opinion is limited to matters governed by the Federal laws of the United States of America, the laws of the State of New York and the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting the General Corporation Law of the State of Delaware and such applicable provisions of the Delaware Constitution). I am not admitted to the practice of law in the State of Delaware.

I consent to the use of this opinion in the Registration Statement and to the reference to my name in the Prospectus constituting a part of the Registration Statement under the heading “Legal Matters.” In giving such consent, I do not thereby admit that I come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

Michael J. Tarpley
Assistant General Counsel—Capital Markets
Ladies and Gentlemen:

We have acted as counsel to Citigroup Inc. (the “Company”) in connection with the preparation and filing with the Securities and Exchange Commission, under the Securities Act of 1933, as amended (the "Act"), of a Registration Statement on Form S-4 (the “Registration Statement”) relating to the issuance of up to 5,992,307,693 shares of the Company’s common stock, par value $0.01 per share. The shares will be issued in connection with the Company’s offer to exchange various series of preferred stock and trust preferred securities (the “Subject Securities”) for the Company’s common stock, upon the terms and subject to the conditions set forth in the prospectus contained in the Registration Statement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Registration Statement.

We have participated in the preparation of the Registration Statement and have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of all such corporate records of the Company and such other persons, as we have deemed relevant. In particular, in arriving at the opinion expressed below, we have reviewed the following documents:

(a) the Registration Statement and the documents incorporated by reference therein;
(b) the Voting Trust Agreement;
(c) the offering documents for each series of trust preferred securities that are the subject of the Trust Preferred Exchange Offers; and
(d) the offering documents for each series of depositary shares that are the subject of the Public Preferred Depositary Exchange Offers.
In rendering the opinion expressed below, we have, without independent investigation, assumed the completeness, authenticity and validity of all such documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies, and have assumed that the respective parties thereto and all persons having obligations thereunder will act in all respects at all relevant times in conformity with the requirements and provisions of such documents. In addition, we have assumed the correctness of the opinions of Skadden, Arps, Slate, Meagher & Flom LLP with respect to the classification of each of Citigroup Capital III, Citigroup Capital VII, Citigroup Capital VIII, Citigroup Capital IX, Citigroup Capital X, Citigroup Capital XI, Citigroup Capital XIV, Citigroup Capital XV, Citigroup Capital XVI, Citigroup Capital XVII, Citigroup Capital XVIII, Citigroup Capital XIX, Citigroup Capital XX, and Citigroup Capital XXI for United States federal income tax purposes as a grantor trust and not as an association taxable as a corporation, and with respect to the classification of all junior subordinated debt securities held by such trusts as indebtedness of the Company. We have made such investigations of law as we have deemed appropriate as a basis for the opinion expressed below. The opinions expressed below are based on the Internal Revenue Code of 1986, as amended (the “Code”), and other laws and regulations, rulings and decisions in effect on the date hereof, all of which are subject to change (which change could apply retroactively).

Based upon and subject to the foregoing, we are of the opinion that the exchange of Subject Securities for the Company’s common stock pursuant to the Exchange Offers will be treated as a recapitalization within the meaning of Section 368(a)(1)(E) of the Code. Accordingly, holders will not recognize gain or loss in respect of the receipt of the Common Stock in the exchange, except with respect to any accrued but unpaid interest on the Trust Preferred Securities and with respect to any foreign currency gain or loss realized on the Sterling-denominated 6.829% E-TruPS, as discussed in the Registration Statement under the heading “Certain United States Federal Income Tax Considerations – Treatment of the Exchange Offers.”

Also based upon and subject to the foregoing, we are of the further opinion that the Voting Trust will either constitute a grantor trust, within the meaning of Sections 671 through 679 of the Code, or a custodial arrangement that is not an entity recognized for U.S. federal tax purposes, and accordingly will not be classified as a partnership or an association taxable as a corporation. Accordingly, the statements contained in the Registration Statement under the heading “Certain United States Federal Income Tax Considerations – Classification of the Voting Trust” accurately describe the treatment of the Voting Trust.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. By giving such consent, we do not admit that we are “experts” within the meaning of the Act or the rules and regulations of the Commission issued thereunder with respect to any part of the Registration Statement, including this exhibit.

Very truly yours,

CLEARY GOTTLIEB STEEN & HAMILTON LLP

By __________________________
William McRae, a Partner
EXCHANGE AGREEMENT

dated March 18, 2009

between

CITIGROUP INC.

and

GOVERNMENT OF SINGAPORE
INVESTMENT CORPORATION PTE. LTD.
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EXCHANGE AGREEMENT (this “Agreement”), dated March 18, 2009, between Citigroup Inc., a Delaware corporation (the “Company”), and the Government of Singapore Investment Corporation Pte. Ltd. (the “Investor”).

Recitals:

WHEREAS, the Investor is the beneficial owner of 137,600,000 convertible depositary shares, each representing a 1/1,000th fractional interest in a share of preferred stock of the Company designated as “7.00% Non-Cumulative Convertible Preferred Stock, Series A1” (the “Investor Preferred Stock”);

WHEREAS, the Company desires to issue and deliver 2,116,9231 shares (the “Exchange Interim Securities”) of a new series of its stock, created from the Company’s blank check preferred stock authority, designated as “Series M Common Stock Equivalent” (the “Series M Interim Stock”), and a warrant to purchase the number of shares of the Company’s common stock, par value $0.01 per share (“Common Stock”), calculated in accordance with Section 1.01 to the Investor in exchange for 137,600 shares of its Investor Preferred Stock (the “Exchange Preferred Shares”), on the terms and subject to the conditions set forth herein (the “Exchange”);

WHEREAS, the parties intend for the Exchange to qualify as a “reorganization” described in Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended (the “Code”); and

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1
SHARE EXCHANGE; CLOSING

Section 1.01. Share Exchange. On the terms and subject to the conditions set forth in this Agreement, (a) the Company agrees to issue and deliver to the Investor the Exchange Interim Securities and a warrant (the “Warrant”) to purchase the number of shares of Common Stock equal to (A) the number of Exchange Interim Securities multiplied by (B) the quotient of (x) 790,000,000 and (y) the sum of (1) the shares of Series M Interim Stock issued to the Investor and the additional holders of preferred stock of the Company (the “Preferred Stock”) pursuant to the Exchange and the other private exchange offers (other than the UST Exchanges) as contemplated by the Transaction Outline (the “Transaction Outline”) dated as of February 27, 2009 as agreed upon with the UST (as defined below), the Investor and certain holders of the Company’s preferred stock (the “Private Exchanges”) and attached as Annex A, (2) the shares of Series M Interim Stock issued to the United States Department of the Treasury (the “UST”) pursuant to the private exchange offer (the “First UST Exchange”) with the UST.
previous to, or concurrent with, the issuances contemplated by (1) as contemplated by the Transaction Outline, and (3) the shares of Series M Interim Stock to be issued to the UST pursuant to subsequent exchanges (each, a “Subsequent UST Exchange” and, together with the First UST Exchange, the “UST Exchanges” upon consummation of the public exchange offers to be made by the Company for its preferred securities, trust preferred securities and enhanced trust preferred securities as contemplated by the Transaction Outline (it being agreed by the Company and acknowledged by the Investor that pursuant to the terms of the Warrant, the number of shares of Common Stock subject to any such warrant will be automatically reduced at the time of the closing of any Subsequent UST Exchange to reflect the issuance of any Series M Interim Stock at such time to the UST, in accordance with the foregoing formula), and (b) in exchange therefor, at the Closing, the Investor shall deliver to the Company the Exchange Preferred Shares duly endorsed or accompanied by stock powers duly endorsed in blank.

Section 1.02. Closing. (a) The closing of the Exchange (the “Closing”) will take place at the offices of Davis Polk & Wardwell, New York, New York 10017, at 9:00 a.m., New York time, as soon as practicable, but in any event no later than the second business day after the day on which all conditions set forth in Sections 1.02(c), 1.02(d) and 1.02(e) are satisfied or waived (other than those conditions that by their terms must be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions) or at such other place, time and date as agreed by the parties. The time and date on which the Closing occurs is referred to in this Agreement as the “Closing Date”.

(b) Subject to the fulfillment or waiver of the conditions to the Closing in this Section 1.02, at the Closing (i) the Company will deliver to the Investor certificates in proper form evidencing the Exchange Interim Securities (in the form attached as Annex B hereto) and the Warrant (in the form attached as Annex D hereto) registered in the name of Investor or its designee(s) and (ii) the Investor will deliver to the Company certificates in proper form evidencing the Exchange Preferred Shares, and/or depository receipts representing indirect beneficial interest in the Exchange Preferred Shares, duly endorsed and accompanied by stock powers endorsed in blank.

(c) The respective obligations of each of the Investor and the Company to consummate the Exchange are subject to the fulfillment (or waiver by the Investor and the Company, as applicable) at or prior to the Closing of each of the following conditions:

(i) no law or Governmental Order shall have been in effect, enacted, entered, promulgated or enforced by any United States (whether state, federal or local) or other governmental, regulatory, arbitral or judicial authority of competent jurisdiction (collectively, “Governmental Entities”) that prohibits or makes illegal the consummation of the Exchange or, in the case of the Investor, would result in the Exchange
causing the Investor or an Affected Affiliate to be deemed to control the Company or any Subsidiary (within the meaning of 12 U.S.C Section 1841(a), 12 U.S.C Section 1831o(e), 12 U.S.C. Section 1815(e), 12 C.F.R. Section 225.2(e), or any similar U.S. federal, state or local law or regulation limiting control of financial institutions or their affiliates or imposing obligations on the Investor or its Affiliates by virtue of such control) or result in the imposition of a financial support obligation or materially adverse compliance burden on the part of the Investor’s or an Affected Affiliate or other material adverse effect on the Investor (taking into consideration the normal course of business in which the Investor’s business has been conducted); provided,

however, that each of the parties shall use reasonable best efforts to prevent the application of any law or the entry of any such Governmental Order and to cause any such law or Governmental Order to be vacated or otherwise rendered of no effect; provided further, that the Investor shall not be required to initiate, prosecute or contest any lawsuit, action, suit or proceeding;

(ii) the First UST Exchange shall have been consummated prior to or concurrently with the Closing and the aggregate liquidation preference of the Company’s Fixed Rate Cumulative Perpetual Preferred Stock, Series H being so exchanged shall be equal to at least $11.5 billion; and

(iii) the Company shall have provided notice to the stockholders of the Company that the Company will issue the Exchange Interim Securities, the shares of Common Stock issuable upon conversion of the Exchange Interim Securities (the “Exchange Common Shares”), the shares of Common Stock issuable upon exercise of the Warrant (the “Warrant Shares”) and the Warrant, without obtaining stockholder approval (other than approval of the Stockholder Proposals (as defined below)) as required by, and in compliance with, the NYSE Listed Company Manual and the ten day notice period set forth in Para. 312.05 shall have passed after such notice has been provided.

(d) The obligation of the Company to consummate the Exchange is also subject to the fulfillment (or waiver by the Company) at or prior to the Closing of each of the following conditions:

(i) (A) the representations and warranties of the Investor set forth in Section 2.03 of this Agreement shall be true and correct in all respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all respects as of such other date), except to the extent that the failure of such representations and warranties to be so true and correct (without giving effect to any qualifiers or exceptions relating to materiality or Investor Material Adverse Effect (as defined below)), individually or in the
aggregate, does not have and would not reasonably be likely to have an Investor Material Adverse Effect (as defined below) and (B) the Investor shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing; and

(ii) the Company shall have received from Sidley Austin LLP, special counsel for the Investor, a legal opinion addressed to the Company, dated as of the Closing Date, covering, assuming the Investor’s due authorization, execution and delivery of, and the Investor’s power to perform its obligations under this Agreement and the Transaction Documents under the laws of the Republic of Singapore, and other customary assumptions and qualifications, and based on factual representations of the Investor, the enforceability of Section 4.02 and Section 5.08 of this Agreement against the Investor under the laws of the State of New York.

(e) The obligation of the Investor to consummate the Exchange is also subject to the fulfillment (or waiver by the Investor) at or prior to the Closing of each of the following conditions:

(i) the other Private Exchanges shall have been consummated prior to or shall be consummated concurrently with the Closing with respect to preferred shares that, together with the Investor Preferred Shares, have an aggregate liquidation preference of at least $11.5 billion;

(ii) (A) the representations and warranties of the Company set forth in Section 2.02 of this Agreement shall be true and correct in all respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all respects as of such other date), except to the extent that the failure of such representations and warranties to be so true and correct (without giving effect to any qualifiers or exceptions relating to materiality or Company Material Adverse Effect), individually or in the aggregate, does not have and would not reasonably be likely to have a Company Material Adverse Effect and (B) the Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(iii) the Investor shall have received a certificate signed on behalf of the Company by a senior executive officer certifying to the effect that the conditions set forth in Sections 1.02(c)(iii), 1.02(e)(i) and 1.02(e)(ii) have been satisfied;

(iv) the Company shall have duly adopted and filed with the Secretary of State of the State of Delaware the amendment to its certificate of incorporation ("Charter") in substantially the form attached hereto as Annex B (the “Certificate of Designations”) and such filing shall have been accepted;
(v) the Company shall have delivered to the Investor a written opinion from outside counsel to the Company, addressed to
the Investor and dated as of the Closing Date, in substantially the form attached hereto as Annex C;

(vi) the Company shall have delivered certificates in substantially the same form evidencing the Exchange Interim
Securities as attached to the Certificate of Designations to Investor or its designee(s);

(vii) the Company shall have duly executed the Warrant in substantially the form attached hereto as Annex D and delivered
such executed Warrant to the Investor or its designee(s);

(viii) the Company shall have duly executed and delivered to the Investor a Registration Rights Agreement substantially in
the form of Annex E;

(ix) after giving effect to the Exchange, the Investor’s beneficial ownership of the Common Stock (assuming that such
beneficial ownership consists solely of the Exchange Common Shares, the Warrant Shares and the Additional Shares (as defined
herein)) would not exceed 19.9%; and

(x) (A) the Investor shall have obtained or made (as applicable) all legal, regulatory approvals, consents, authorizations,
notices, applications, filings, registrations or qualifications, including any exemptions from any of the foregoing ("Investor
Approvals"), required to be obtained or made prior to the Closing in respect to the Investor’s participation in the Exchange,
other than those Investor Approvals which, if not obtained or made, would not in the reasonable judgment of the Investor have a
material adverse effect on the Investor, and its Affiliates, taken as a whole, taking into consideration the normal course in which
the Investor’s business has been conducted and (B) there shall be no post-Closing Investor Approvals required in respect to the
Investor’s participation in the Exchange as would have a material adverse effect on the Investor, and its Affiliates, taken as a
whole, taking into consideration the normal course in which the Investor’s business has been conducted.

Section 1.03. Interpretation. When a reference is made in this Agreement to “Recitals,” “Articles,” “Sections,” or “Annexes”
such reference shall be to a Recital, Article or Section of, or Annex to, this Agreement, unless otherwise indicated. The terms
defined in the singular have a comparable meaning when used in the plural, and vice versa. References to “herein”, “hereof”, “hereunder” and
the like refer to this Agreement as a whole and not to any particular section or
provision, unless the context requires otherwise. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References to a “business day” shall mean any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.01. Disclosure. (a) “Company Material Adverse Effect” means a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of the Company and its subsidiaries taken as a whole; provided, however, that Company Material Adverse Effect shall not be deemed to include the effects of (A) any facts, circumstances, events, changes, or occurrences generally affecting businesses and industries in which the Company operates, companies engaged in such businesses or industries or the economy, or the financial or securities markets and credit markets in the United States or elsewhere in the world, including effects on such businesses, industries, economy or markets resulting from any regulatory or political conditions or developments, or any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism, (B) changes or proposed changes in generally accepted accounting principles in the United States (“GAAP”) or regulatory accounting requirements applicable to depository institutions and their holding companies generally (or authoritative interpretations thereof), (C) changes or proposed changes in banking and other laws of general applicability or related policies or interpretations of Governmental Entities (in the case of each of clause (A), (B) and (C), other than facts, circumstances, events, changes, effects or occurrences that arise after the date of this Agreement but before the Closing to the extent that such facts, circumstances, events, changes, effects or occurrences have a disproportionately adverse effect on the Company and its subsidiaries relative to other companies), or (D) changes in the market price or trading volume of the Common Stock or any other equity, equity-related or debt securities of the Company or its Affiliates that are publicly traded (it being understood and agreed that the exception set forth in this clause (D) does not apply to the underlying reason giving rise to or
contributing to any such change); or (ii) the ability of the Company to timely consummate the Exchange and the other transactions contemplated by the Transaction Documents (as defined below).

(b) “Previously Disclosed” means information set forth or incorporated in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2008 of the Company filed with the Securities and Exchange Commission (the “SEC”) prior to the date hereof (the “Signing Date”) or in its other reports and forms filed with or furnished to the SEC under Sections 13(a), 14(a) or 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) on or after December 31, 2008 and prior to the Signing Date.

(c) Each party acknowledges that such party is not relying upon any representation or warranty not set forth in this Agreement, the Transaction Outline and all other documents, agreements and instruments executed and delivered in connection herewith and therewith, including the Certificate of Designations (collectively, the “Transaction Documents”), in each case, as amended, modified or supplemented from time to time in accordance with their respective terms. The Investor acknowledges that the Investor has conducted a review and analysis of the business, assets, condition, operations and prospects of the Company and its subsidiaries that the Investor, together with the representations and warranties of the Company set forth in the Transaction Documents, considers sufficient for purposes of the Exchange.

Section 2.02. Representations and Warranties of the Company. Except as Previously Disclosed, the Company represents and warrants to the Investor that as of the Signing Date and as of the Closing Date (or such other date specified herein):

(a) Organization, Authority and Significant Subsidiaries. The Company has been duly incorporated and is validly existing and in good standing under the laws of the State of Delaware, with the necessary power and authority to own its properties and conduct its business in all material respects as currently conducted, and except as has not, individually or in the aggregate, had and would not reasonably be expected to have a Company Material Adverse Effect, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification. Each subsidiary of the Company that is a “significant subsidiary” within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act of 1933 (the “Securities Act”) (individually a “Significant Subsidiary” and collectively, the “Significant Subsidiaries”) has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. The Company’s principal bank subsidiary is duly organized and validly existing as a national banking association and its deposit accounts are insured up to applicable limits by the Federal Deposit Insurance Corporation (“FDIC”).
(b) Capitalization. The authorized capital stock of the Company, and the outstanding capital stock of the Company (including securities convertible into, or exercisable or exchangeable for, capital stock of the Company) as of the most recent fiscal month-end preceding the Signing Date (the “Capitalization Date”) is set forth on Section 2.02(b) of the Company Disclosure Letter. The outstanding shares of capital stock of the Company have been duly authorized and are validly issued and outstanding, fully paid and non-assessable, and subject to no preemptive rights (and were not issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights) and all of the outstanding shares of capital stock of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, were not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights, and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims. As of the Signing Date, the Company does not have outstanding any securities or other obligations providing the holder the right to acquire Common Stock that is not reserved for issuance as specified on Section 2.02(b) of the Company Disclosure Letter, and the Company has not made any other commitment to authorize, issue or sell any Common Stock. Since the Capitalization Date, the Company has not issued any shares of Common Stock, other than (i) shares issued upon the exercise of compensatory stock options, delivered under or as other equity-based awards or issued pursuant to the Company’s employee stock purchase plan or 401(k) plan, or other convertible securities or warrants which were issued and outstanding on the Capitalization Date and disclosed on Section 2.02(b) of the Company Disclosure Letter and (ii) shares disclosed on Section 2.02(b) of the Company Disclosure Letter.

(c) Exchange Interim Securities and Exchange Common Shares. The Exchange Interim Securities have been duly and validly authorized and when issued and delivered pursuant to this Agreement, such Exchange Interim Securities will be duly and validly issued and fully paid and non-assessable, and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights. The Exchange Interim Securities will have the rights set forth in the Certificate of Designations and the Company’s certificate of incorporation, which shall have been filed with the Secretary of State of the State of Delaware and in effect at the time of the Closing, and the issuance thereof will not be subject to any preemptive or similar rights. The Exchange Common Shares will, upon approval of the Stockholder Proposals (as defined below) be duly authorized and reserved for issuance, and when issued upon conversion of the Exchange Interim Securities and when so issued in accordance with the terms of the Exchange Interim Securities will be validly issued, fully paid and non-assessable, and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights, subject to receipt of the approval of the Stockholder Proposals.

(d) The Warrant and Warrant Shares. The Warrant has been duly authorized and when executed and delivered as contemplated hereby, will
constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity (“Bankruptcy Exceptions”). The Warrant Shares have been duly authorized, reserved for issuance and when issued upon exercise of the Warrant in accordance with the terms thereof will be validly issued, fully paid and non-assessable and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights. In addition, the Company will reserve and keep the Warrant Shares available at all times, free of preemptive rights, for the purpose of enabling the Company to satisfy its obligations to issue the Warrant Shares upon exercise of the Warrant.

(e) Regulated Entities. Section 2.02(e) of the Company Disclosure Letter contains a list of (i) each Regulated Entity (as defined below), (ii) the jurisdictions in which each such Regulated Entity operates and (iii) the regulator of each such Regulated Entity, in each case, listing only those Regulated Entities, jurisdictions or regulators where the operations of the Regulated Entity and the consummation of the Exchange would result in an obligation by the Investor to obtain or make any applicable legal or regulatory and merger control approvals, consents, authorizations, notices, applications, filings, registrations or qualifications, including any exemptions from any of the foregoing, other than those the failure to obtain or make which would not reasonably be expected to result in a material adverse effect on the business, assets, liabilities, results of operations or financial condition of the Investor and its Affiliates, taken as a whole or subject the Investor or its Affiliates to criminal liability or material civil liability. “Regulated Entity” means the Company, any subsidiary, branch, representative office, or other entity controlled (including under applicable laws and regulations) directly or indirectly by the Company that is itself regulated or where the Exchange would result in a regulatory review or filing.

(f) Authorization, Enforceability. (i) The Company has the corporate power and authority to execute and deliver the Transaction Documents to which it is a party and consummate the transactions contemplated hereby and thereby, subject to the receipt of the approval of the Stockholder Proposals for the issuance of the Exchange Common Shares. The execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company and its stockholders, and no further approval or authorization is required on the part of the Company or its stockholders subject to the receipt of the approval of the Stockholder Proposals for the issuance of the Exchange Common Shares. The Transaction Documents to which the Company is a party are or will be a valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, except as the same may be limited by the Bankruptcy Exceptions.
(ii) The transactions contemplated by this Agreement, including the issuance of the Exchange Interim Securities, the Exchange Common Shares, the Warrant and the Warrant Shares and the compliance with the terms of the Transaction Documents, have been unanimously adopted, approved and declared advisable by the Board of Directors of the Company (the “Board of Directors”). The Audit Committee of the Board of Directors has unanimously and expressly approved the Company’s reliance on the exception under Para. 312.05 of the NYSE Listed Company Manual to issue the Exchange Interim Securities, the Warrant and the Warrant Shares without seeking a stockholder vote.

(iii) the Company has received the approval of the NYSE to issue the Exchange Interim Securities, Exchange Common Shares, the Warrant and the Warrant Shares, without obtaining stockholder approval (other than approval of the Stockholder Proposals (as defined below)) in reliance on the exception under Para. 312.05 of the NYSE Listed Company Manual and such approval is in full force and effect.

(g) Non-Contravention. (i) The execution, delivery and performance by the Company of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby and compliance by the Company with the provisions hereof and thereof (including the issuance of shares of Common Stock upon conversion of the Exchange Interim Securities and exercise of the Warrant), will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of, or result in the loss of a benefit under, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company or any subsidiary of the Company under any of the terms, conditions or provisions of (1) its certificate of incorporation or bylaws, subject to, in the case of the authorization and issuance of the Exchange Common Shares, receipt of the approval of the Stockholder Proposals or (2) any note, bond, mortgage, indenture, deed of trust, license, lease, permit, agreement or other instrument or obligation to which the Company or any subsidiary of the Company may be bound, or to which the Company or any subsidiary of the Company or any of the properties or assets of the Company or any subsidiary of the Company may be subject, or (B) subject to the next paragraph, violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Company or any subsidiary of the Company or any of their respective properties or assets except, in the case of clauses (A)(2) and (B), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.
(ii) Except as set forth on Section 2.02(g) of the Company Disclosure Letter, other than the filing of any current report on Form 8-K required to be filed with the SEC, such filings and approvals as are required to be made or obtained under any state “blue sky” laws have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Company in connection with the consummation by the Company of the Exchange except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(iii) Neither the Company nor any of its subsidiaries is subject to any order, decree, agreement, memorandum of understanding, supervisory letter, commitment letter or other communication from or with any bank regulatory authority which limits its ability to pay dividends on its Common Stock, preferred stock or any other class of securities, nor has any bank regulatory authority indicated that it is contemplating imposing any such limitations.

(h) Company Financial Statements. (i) The consolidated financial statements of the Company and its consolidated subsidiaries included or incorporated by reference in the Company’s annual report on Form 10-K for the fiscal year ended December 31, 2008 (the “Company 10-K”), present fairly in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the dates indicated therein and the consolidated results of their operations for the periods specified therein; and except as stated therein, such financial statements were prepared in conformity with GAAP applied on a consistent basis.

(ii) KPMG LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Exchange Act and the rules and regulations of the SEC and the Public Company Accounting Oversight Board.

(iii) The Company and its subsidiaries do not have any liabilities or obligations (accrued, absolute, contingent or otherwise) of a nature that would be required to be accrued or reflected in a consolidated balance sheet prepared in accordance with GAAP, other than liabilities or obligations (A) reflected on, reserved against, or disclosed in the notes to, the Company’s consolidated balance sheet included in the Company 10-K, (B) that are reflected or disclosed in any Current Reports on Form 8-K or Quarterly Reports on Form 10-Q or (C) that otherwise, individually or in the aggregate, would not be reasonably likely to have a Company Material Adverse Effect.
(i) **No Material Adverse Effect.** Since December 31, 2008, no fact, circumstance, event, change, occurrence, condition or development has occurred that, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect.

(j) **Proceedings.** (i) As of the date of this Agreement, there is no litigation or similar proceeding pending or, to the Company’s knowledge, threatened to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which the Company’s management believes, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect.

   (ii) Except for the Transaction Documents and the transactions contemplated thereby, neither the Company nor any of its Significant Subsidiaries is a party to any written agreement or memorandum of understanding with, or a party to any commitment letter or similar undertaking to, or is subject to any order or directive by or is a recipient of any supervisory letter from, or has adopted any board resolutions at the request of, any bank regulatory authority that, in any such case, is currently in effect and has had or would be reasonably expected to have a Company Material Adverse Effect.

(k) **Compliance with Laws; Permits.** (i) The Company is a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956; the Company and each of its subsidiaries have conducted their businesses in compliance with all applicable federal, state and foreign laws, regulations and applicable stock exchange requirements, including all laws and regulations restricting activities of bank holding companies and banking organizations, except for any noncompliance that, individually or in the aggregate, has not had and would not be reasonably likely to have a Company Material Adverse Effect.

   (ii) The Company and each subsidiary have all permits, licenses, authorizations, orders and approvals of, and have made all filings, applications and registrations with, any Governmental Entities that are required in order to carry on their business as presently conducted, except where the failure to have such permits, licenses, authorizations, orders and approvals or the failure to make such filings, applications and registrations, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect; and all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and, to the knowledge of the Company, no suspension or cancellation of any of them is threatened, and all such filings, applications and registrations are current, except where such absence, suspension or cancellation, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect.
(i) Reports. (i) Since December 31, 2006, the Company has complied in all material respects with the filing requirements of Sections 13(a), 14(a) and 15(d) of the Exchange Act.

(ii) The Company’s 10-K and any reports or forms filed with the SEC pursuant to the requirements of the Securities Act or the Exchange Act on or after January 1, 2009, when they were filed or became effective with the SEC, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the SEC thereunder, and did not when filed with the SEC, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(iii) Since December 31, 2006, the Company and each subsidiary have filed all material reports, registrations and statements, together with any required amendments thereto, that it was required to file with the Board of Governors of the Federal Reserve System (the “Federal Reserve”), the Office of the Comptroller of the Currency (the “OCC”), the FDIC and any other applicable federal or state securities or banking authorities, except where the failure to file any such report, registration or statement, individually or in the aggregate, has not had and would not be reasonably likely to have a Company Material Adverse Effect. As of their respective dates, each of the foregoing reports complied with all applicable rules and regulations promulgated by the Federal Reserve, the OCC, the FDIC and any other applicable foreign, federal or state securities or banking authorities, as the case may be, except for any failure that, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect.

(iv) The records, systems, controls, data and information of the Company and the subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of the Company or the subsidiaries or their accountants (including all means of access thereto and therefrom). The Company (A) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (B) has disclosed, based on its most recent evaluation prior to the date hereof, to the Company’s outside auditors and the audit committee of the Company’s board of directors (1) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are
reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information and
(2) any fraud, whether or not material, that involves management or other employees who have a significant role in the
Company’s internal controls over financial reporting. To the knowledge of the Company, there is no reason that its outside
auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations
required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, without
qualification, when next due.

(m) Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering
of any securities of the Company under circumstances which would require the integration of such offering with the offering of the
Exchange Interim Securities and the Warrant under the Securities Act, and the rules and regulations of the SEC promulgated
thereunder), which might subject the offering, issuance or sale of the Exchange Interim Securities, the Exchange Common Shares, the
Warrant and the Warrant Shares to the Investor pursuant to this Agreement to the registration requirements of the Securities Act.

(n) Brokers and Finders. No broker, finder or investment banker is entitled to any financial advisory, brokerage, finder’s or
other fee or commission in connection with the Transaction Documents or the transactions contemplated hereby and thereby based
upon arrangements made by or on behalf of the Company or any subsidiary of the Company for which the Investor could have any
liability.

Section 2.03. Representations and Warranties of the Investor. (a) Status. The Investor has been duly organized and is validly
existing as a private limited company under the laws of the Republic of Singapore. The Investor is wholly owned by the Government
of the Republic of Singapore.

(b) Authorization, Enforceability. The Investor has the company power and authority to execute and deliver the Transaction
Documents to which it is a party and to carry out its obligations hereunder and thereunder. The execution, delivery and performance
by the Investor of the Transaction Documents to which it is a party and the transactions contemplated hereby and thereby have been
duly authorized by all necessary action on the part of the Investor, and no further approval or authorization is required on the part of
the Investor. The Transaction Documents to which the Investor is a party are or will be a valid and binding obligation of the Investor
enforceable against the Investor in accordance with their respective terms, except as the same may be limited by the Bankruptcy
Exceptions.

(c) Ownership. (i) The Investor is the beneficial owner of the Exchange Preferred Shares and the record owner of depositary
shares representing interests in the Exchange Preferred Shares, free and clear of any lien, security interest,
charge or encumbrance and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Exchange Preferred Shares), except for such restrictions set forth in the Investment Agreement dated as of January 14, 2008 between the Company and the Investor (the “Investment Agreement”) and the Deposit Agreement dated as of January 23, 2008 between the Company and The Bank of New York, and will transfer and deliver to the Company at the Closing valid title to the Exchange Preferred Shares free and clear of any lien, security interest, charge or encumbrance and any such limitation or restriction, except as set forth in the Investment Agreement.

(ii) After giving effect to the Exchange, the Investor will beneficially own no more than 42,745,754 shares of Common Stock (the “Additional Shares”), other than the Warrant, Warrant Shares, Exchange Interim Securities or Exchange Common Shares. The Investor does not have an agreement, arrangement or understanding with any person (other than the Company and any Permitted Transferee (as defined herein)) to acquire, dispose of or vote any securities of the Company.

(d) Non-Contravention. The execution, delivery and performance by the Investor of this Agreement and the consummation of the transactions contemplated hereby and compliance by the Investor with the provisions hereof, will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Investor under any of the terms, conditions or provisions of (1) its organizational documents, or (2) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Investor is a party or by which it may be bound, or to which the Investor or any of the properties or assets of the Investor may be subject, or (B) subject to the next paragraph, violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Investor or its properties or assets except, in the case of clauses (A)(2) and (B), for those occurrences that, individually or in the aggregate, have not had and would not be reasonably likely to have an Investor Material Adverse Effect. “Investor Material Adverse Effect” means a material adverse effect on the ability of the Investor to consummate the Exchange and the other transactions contemplated by this Agreement.

Except as set forth on Section 2.03(d) of the Investor Disclosure Letter and subject to the representations in Section 2.02(e), other than in connection or in compliance with the provisions of the Securities Act and the securities or blue sky laws of the various states, to the Investor’s knowledge, after due inquiry, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Investor in connection with the consummation by the Investor of the Exchange.
and the other transactions contemplated by this Agreement, except as would not reasonably be expected to have a material adverse effect on the ability of the Investor to consummate the Exchange and other transactions contemplated by this Agreement.

(e) Taxes. The Investor is (i) an “integral part” of a foreign sovereign or (ii) a “controlled entity” of a foreign sovereign that is not a “controlled commercial entity” (all within the meaning of Section 892 of the United States Internal Revenue Code of 1986, as amended). Assuming that any payments on the Exchange Interim Securities, on the Exchange Common Shares or on the Warrant Shares constitute for U.S. federal income tax purposes distributions in respect of stock of a corporation, the Investor does not receive such payments from conduct of any “commercial activity” (within the meaning of Section 892 of the United States Internal Revenue Code of 1986, as amended).

ARTICLE 3
COVENANTS

Section 3.01. Reasonable Best Efforts. (a) Subject to the terms and conditions of this Agreement, each of the parties will use its reasonable best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, and execute and deliver such documents and other papers or instruments as may be required, so as to permit consummation of the Exchange and otherwise to enable consummation of the transactions contemplated hereby, in each case, as promptly as is practicable, and shall use reasonable best efforts to cooperate with the other party to that end; provided that the Investor shall not be required to take such actions, or make such disclosures, as would (x) have a material adverse effect on the Investor (taking into consideration the normal course of business in which the Investor’s business has been conducted); (y) result in the Investor or an Affected Affiliate being deemed to control the Company or any subsidiary of the Company (within the meaning of 12 U.S.C. Section 1841(a), 12 U.S.C. Section 1831o(e), 12 U.S.C. Section 1815(e), 12 C.F.R. Section 225.2(e), or any similar U.S. federal, state or local law or regulation limiting control of financial institutions or their affiliates or imposing obligations on the Investor or its Affiliates by virtue of such control); or (z) result in the imposition of a financial support obligation or materially adverse compliance burden on the part of the Investor or an Affected Affiliate. In addition, the Investor agrees to the extent required by relevant Governmental Entities or applicable law to enter into or accept being subject to (in addition to and without limiting the provisions of this Agreement including Section 4.02): (i) standard “passivity” commitments; and (ii) an undertaking not to seek a representative or designee on the Company’s board of directors. The Company agrees to reasonably cooperate with the Investor to provide such information, assistance and support as necessary or appropriate for the Investor to obtain or make in a timely manner the applicable regulatory
approvals, consents, authorizations, notices, applications, filings, registrations or qualifications, including any exemptions from the 
foregoing, contemplated by the preceding sentence. The parties agree that the Investor shall not be required to initiate, prosecute or
contest any lawsuit, action, suit or proceeding to comply with this Section 3.01. The Company agrees to only include information
describing the Investor or its Affiliates in any such application that has been provided or approved by the Investor or is publicly
available.

(b) As promptly as reasonably practicable the Investor shall cause to be prepared and filed the required notice under the Change
in Bank Control Act of 1978 (the “CIBC Act”) with the Federal Reserve Board. Such notice shall be in such form as may be
prescribed by the Federal Reserve Board. The Investor shall use its reasonable best efforts to obtain approval of the notice and to
respond as promptly as reasonably practicable to all inquiries received concerning such notice (including using reasonable best efforts
to respond to all requests for additional information from the Federal Reserve Board as promptly as practicable following each such
request); provided that the Investor shall not be required to take any such actions that would have a material adverse effect on the
Investor (taking into consideration the normal course of business in which the Investor’s business has been conducted) or result in the
imposition of a financial support obligation or materially adverse compliance burden on the part of the Investor or an Affected
Affiliate. The parties agree that the Investor shall not be required to initiate, prosecute or contest any lawsuit, action, suit or
proceeding to comply with this Section 3.01. The Company shall have the right to review in advance, and to the extent practicable
consult with Investor with respect to, the CIBC Act notice, in each case subject to applicable laws relating to the exchange of
confidential information. In exercising the foregoing right, the Company agrees to act reasonably and as promptly as practicable. The
Investor shall keep the Company apprised of the status of all material matters relating to the CIBC Act notice, including promptly
furnishing the Company with copies of notices or other communications between the Investor and the Federal Reserve Board, subject
to applicable laws relating to the exchange of confidential information.

(c) The Company shall hold a meeting of its stockholders (which may be its annual meeting or a special meeting) or seek to take
action by written consent in lieu thereof, as promptly as practicable following the Closing, to vote on or consent to the proposals
(collectively, the “Stockholder Proposals”) set forth on Annex F. The Board of Directors shall recommend to the Company’s
stockholders that such stockholders vote in favor of or consent to the Stockholder Proposals. In connection with such meeting or
consent, the Company shall prepare (and the Investor will provide information reasonably required by the Company to be included
therein) and file with the SEC as promptly as practicable a preliminary proxy statement, the Company shall use its reasonable best
efforts to respond to any comments of the SEC or its staff thereon and to cause a definitive proxy statement related to such
stockholders’ meeting or consent to be mailed to the Company’s stockholders, and the Company shall use its reasonable
best efforts to solicit proxies for such stockholder approval of the Stockholder Proposals. Each of the Investor and the Company agrees promptly to correct any information provided by it or on its behalf for use in the proxy statement if and to the extent that such information shall have become false or misleading in any material respect.

(d) None of the information supplied by the Company for inclusion in any proxy statement in connection with any such stockholders meeting of the Company or consent will, at the date it is filed with the SEC, when first mailed to the Company’s stockholders and at the time of any stockholders meeting, and at the time of any amendment or supplement thereof, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(e) (i) The Investor hereby agrees that the Investor shall vote (or cause to be voted) or exercise its right to consent (or cause its right to consent to be exercised) with respect to all of the Exchange Preferred Shares and shares of Common Stock and Exchange Interim Securities beneficially owned by it, and its Controlled Affiliates in favor of the Stockholder Proposals to the extent entitled to vote thereon.

(ii) The Investor hereby agrees that the Investor shall vote (or cause to be voted) or exercise its right to consent (or cause its right to consent to be exercised) with respect to all of the Exchange Preferred Shares and shares of Common Stock and Exchange Interim Securities beneficially owned by it and its Controlled Affiliates in favor of the additional stockholder proposals set forth on Annex G to the extent entitled to vote thereon.

(iii) Additionally, by entering into this Agreement, to the maximum extent permitted by applicable law, the Investor hereby grants a proxy appointing the Company and its officers attorney-in-fact and proxy for it and its Controlled Affiliates with full power of substitution, for and in the name of it and its Controlled Affiliates, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 3.01(e)(i) and Section 3.01(e)(ii) as the Company or its proxy or substitute shall, in the Company’s sole discretion, deem proper with respect to such Exchange Preferred Shares, Common Stock and Exchange Interim Securities, and the Investor hereby revokes any and all previous proxies granted with respect to such Exchange Preferred Shares, Common Stock and Exchange Interim Securities for purposes of Section 3.01(e)(i) or Section 3.01(e)(ii). The proxy granted hereby is irrevocable, is coupled with an interest and is granted in consideration of the Company entering into this Agreement and incurring certain related fees and expenses, and will be valid and binding on any Permitted Transferee to whom the Investor or any of its direct or indirect transferees may Transfer such Common Stock and Exchange Interim Securities.
Section 3.02. Exchange Listing. The Company shall, at its expense, use its reasonable best efforts to cause, subject to applicable listing rules, (a) the Exchange Interim Securities, (b) the Exchange Common Shares and (c) the Warrant Shares to be approved for listing requirements, subject to official notice of issuance (and, in the case of the Exchange Common Shares, upon receipt of the approval of the Shareholder Proposals) as promptly as practicable after the issuance thereof, and, once listed, shall maintain such listing for so long as any Common Stock is listed on the NYSE.

Section 3.03. Issuance of Exchange Common Shares. Following the effectiveness of an amendment to the Charter effecting the approval of the Stockholder Proposals but no later than the issuance by the Company to the Investor of the Exchange Common Shares, the Company shall deliver to the Investor a customary legal opinion from counsel to the Company, addressed to the Investor, covering the due and valid issuance of such securities; provided that the failure to deliver such legal opinion shall not affect the Company’s obligation to deliver such securities.

Section 3.04. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by either party without the prior consent of the other party (which consent shall not be unreasonably withheld or delayed), except as such release or announcement may be required by law or the rules or regulations of any United States or foreign securities exchange, in which case the party required to make the release or announcement shall, to the extent reasonably practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance. The provisions of this Section 3.04 shall not restrict the ability of a party hereto to summarize or describe the transactions contemplated by this Agreement in any prospectus or similar offering document or other report required by law, regulation stock exchange or rule so long as the other party is provided a reasonable opportunity to comment on such disclosure in advance.

Section 3.05. Depositary Shares. Upon request by the Investor at any time following the Closing Date, the Company shall no later than 30 days after receiving such request, enter into a depositary arrangement, pursuant to customary agreements reasonably satisfactory to the Investor and with a depositary reasonably acceptable to the Investor, pursuant to which the Exchange Interim Securities may be deposited and depositary shares, each representing a fraction of an Exchange Interim Security reasonably agreed between the Company and the Investor taking into account that such fraction shall be consistently applied for all shares of Series M Interim Stock for which depositary shares are issued, may be issued. From and after the execution of any such depositary arrangement, and the deposit of any Exchange Interim Securities pursuant thereto, the depositary shares issued pursuant thereto shall be deemed “Exchange Interim Securities” for purposes of this Agreement.
Section 3.06. *Exchange Preferred Shares.* Upon delivery of the Exchange Preferred Shares to the Company at the Closing, the Exchange Preferred Shares shall be cancelled, shall revert to authorized but unissued shares of preferred stock of the Company undesignated as to series and shall not be reissued as Exchange Preferred Shares.

Section 3.07. *Expenses.* Unless otherwise provided in this Agreement, each of the parties hereto will bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated under this Agreement, including fees and expenses of its own financial or other consultants, investment bankers, accountants and counsel. The Company shall pay all costs and expenses relating to the depositary arrangement described in Section 3.05, including the fees and expenses of the depositary.

Section 3.08. *Withholding of Taxes.* So long as the Company shall have received from the Investor or, if applicable, a Permitted Transferee a duly executed, valid, accurate and properly completed IRS Form W-8EXP evidencing the entitlement of the Investor or such Permitted Transferee, as the case may be, to an exemption from, or a reduced rate of, tax withholding or backup withholding with respect to any payment on the Exchange Interim Securities, the Exchange Common Shares or the Warrant Shares (the “*Covered Securities*”), and the Company does not know, or have reason to know that such exemption or reduction is unavailable, the Company shall, and shall cause its payment agent to, make payments to the Investor or such Permitted Transferee, as the case may be, with respect to the Covered Securities and Additional Shares (and transfer the Covered Securities to the Investor in connection with the Exchange) free and clear of, or subject such payment to a reduced rate of, withholding and backup withholding of United States federal income tax, as evidenced by such form; *provided* that, in the case of a payment to a Permitted Transferee, this Section 3.08 shall apply only if such Permitted Transferee shall have provided the Company with the representation set forth in Section 2.03(e) as of the date of any transfer of Covered Securities to such Permitted Transferee (with references to the Investor in such representations being replaced by references to such Permitted Transferee and which representation shall be deemed to be incorporated herein by reference). In connection with the transactions contemplated by this Agreement, the Investor shall not be required to resubmit an IRS Form W-8EXP to the Company or its payment agent.

Section 3.09. *Certain Notifications Until Closing.* From the date of this Agreement until the Closing, the Company shall promptly notify the Investor of (i) any fact, event or circumstance of which it is aware and which would be reasonably likely to cause any representation or warranty of the Company contained in this Agreement to be untrue or inaccurate in any material respect or to cause any covenant or agreement of the Company contained in this Agreement
not to be complied with or satisfied in any material respect and (ii) except as Previously Disclosed, any fact, circumstance, event, change, occurrence, condition or development of which it is aware and which, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect; provided that delivery of any notice pursuant to this Section 3.09 shall not limit or affect any rights of or remedies available to the Investor.

Section 3.10, Ongoing Cooperation. Following the Exchange, the Company agrees to continue to reasonably cooperate with the Investor to provide such information, assistance and support as necessary or appropriate for the Investor to obtain or make in a timely manner all regulatory approvals, consents, authorizations, notices, applications, filings, registrations or qualifications that may be required as a result of the investment in the Company by the Investor and its Affiliates; provided that the costs associated with such approvals, consents, authorizations, notices, applications, filings, registrations or qualifications shall be borne by the Investor.

ARTICLE 4
ADDITIONAL AGREEMENTS

Section 4.01, Purchase for Investment. The Investor acknowledges that the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares have not been registered under the Securities Act or under any state securities laws. The Investor (a) is acquiring the Exchange Interim Securities, Exchange Common Shares, Warrant and/or Warrant Shares solely for investment with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws, (b) will not sell or otherwise dispose of any of the Exchange Interim Securities, Exchange Common Shares, Warrant and/or Warrant Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Exchange and of making an informed investment decision provided, however, that by making the representations herein, the Investor does not agree to hold the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares for any minimum or other specific term and reserves the right to dispose of the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares at any time in accordance with federal and state securities laws applicable to such disposition.

Section 4.02, Standstill. The Investor agrees that, without the prior approval of the Company, neither the Investor nor any of its Permitted Transferees will, directly or indirectly: (a) purchase or otherwise acquire beneficial ownership of any Common Stock, or securities convertible into or exchangeable for Common Stock, that would result in the Investor having
beneficial ownership of 19.9% or more of the outstanding shares of voting stock or Common Stock (for the avoidance of doubt, for purposes of calculating beneficial ownership of the Investor, (x) any security that is convertible into, or exercisable for, any voting stock of the Company or Common Stock that is beneficially owned by the Investor shall be treated as fully converted or exercised, as the case may be, into the underlying voting stock of the Company or Common Stock, (y) the voting stock of the Company, Common Stock and securities convertible into, or exercisable for, voting stock of the Company or Common Stock, that are beneficially owned by the Investor be aggregated and (z) any security convertible into, or exercisable for, the voting stock of the Company or Common Stock that is beneficially owned by any person other than the Investor shall not be taken into account); or

(b) (i) make, or in any way participate in any solicitation of proxies to vote, or seek to advise or influence any person with respect to the voting of, any voting securities of the Company or any of its subsidiaries, or seek or propose to influence, advise, change or control the management, board of directors, policies, affairs or strategy of the Company by way of any public communication or other communications to security holders intended for such purpose, (ii) make a proposal for any acquisition of, or similar extraordinary transaction involving, the Company or a material portion of its securities or assets, (iii) seek to control or influence the management or policies of the Company, board of directors of the Company or policies of the Company, including any of the Company’s subsidiaries, or (iv) enter into any agreements or understandings with any person (other than the Company) for the purpose of any of the actions described in clauses (i), (ii) or (iii) above; provided that this Section 4.02(b)(i) shall not affect the actions taken by discretionary asset managers that hold securities on behalf of the Investor, so long as the actions taken by such discretionary asset managers are not done at the direction or with the specific approval of the Investor, the Permitted Transferees and their respective subsidiaries or any of their respective officers, directors, employees, counsel, or investment bankers, consultants or other representatives or agents on your behalf.

(c) The Investor’s obligations under Sections 4.02(a) and 4.02(b) shall terminate on the later of (i) the third anniversary of the Closing Date and (ii) the date on which the Investor and its Permitted Transferees beneficially owns less than 2% of the outstanding Common Stock (treating the Exchange Interim Securities, the Warrant and other convertible securities of the Company that are beneficially owned by the Investor or its Permitted Transferees as fully converted into the underlying Common Stock). In the event that the Investor inadvertently breaches the terms of Section 4.02(a) or Section 4.02(b)), the parties agree that the Company shall not be entitled to any monetary damages in respect thereof and its sole remedy shall be to require the Investor to comply with such terms.

(d) Vote Neutralization. (i) The Investor agrees that, to the extent that the Investor and its Controlled Affiliates own securities representing more than 9.9% of the aggregate voting power of the Company (any such securities, the
“Excess Shares”), it will vote, or cause to be voted, such Excess Shares with respect to all matters to come before shareholders at such meeting in the same proportion (for, against or abstain) as all other shares are voted (other than any shares voted by or at the direction of (A) the Investor and its Affiliates and (B) the UST and any other agencies or departments of the United States Government). The Company agrees that in no event shall it permit any Excess Shares to be voted by the Investor except as in accordance with this Section 4.02(d).

(ii) Additionally, by entering into this Agreement, to the maximum extent permitted by applicable law, the Investor hereby grants an irrevocable proxy appointing the Company and its officers attorney-in-fact and proxy for it and its Controlled Affiliates, but solely with respect to the Excess Shares, with full power of substitution, for and in the name of it and its Controlled Affiliates, to vote, express consent or dissent, or otherwise to utilize such voting power in respect of the Excess Shares to effect the voting neutrality provisions of Section 4.02(d)(i) as the Company or its proxy or substitute shall, in so effecting, deem proper with respect to the Excess Shares, and the Investor hereby revokes any and all previous proxies granted with respect to the Excess Shares for purposes of this Section 4.02(d). The proxy granted hereby is irrevocable, is coupled with an interest and is granted in consideration of the Company entering into this Agreement and incurring certain related fees and expenses; provided, however, that this irrevocable proxy shall expire the first time the number of Excess Shares shall equal zero. Upon expiration of this proxy, the Company agrees to execute any instruments or other documents required to effect such expiration. The Investor will execute and deliver, or cause to be executed and delivered, to the Company any separate instrument as requested by the Company to provide further evidence of the foregoing.

(e) Beneficial Ownership Limitation. In the event that, at any time: (i) the Investor’s beneficial ownership (as defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) of Common Stock would exceed 19.9% of the total outstanding shares of Common Stock (other than as a result of purchases by the Investor of securities that are not received by the Investor pursuant to the transactions contemplated this Agreement, including upon exercise of the Warrant); or (ii) (x) the Investor or an Affected Affiliate would be deemed to control the Company or any subsidiary of the Company (within the meaning of 12 U.S.C. Section 1841(a), 12 U.S.C. Section 1831o(e), 12 U.S.C. Section 1815(e), 12 C.F.R. Section 225.2(e), or any similar U.S. federal, state or local law or regulation limiting control of financial institutions or their affiliates or imposing obligations on the Investor or its Affiliates by virtue of such control) or (y) any other applicable laws, rules or regulations would result in the imposition of a financial support obligation or materially adverse compliance burden on the part of the Investor or an Affected Affiliate or other material adverse effect on the Investor or an Affected Affiliate, then, the Company shall convert a sufficient number of securities held by the Investor at such time into non-voting participating preferred stock (with identical terms as such securities held by the
Investor other than voting rights, and convertible on a contingent basis into such securities held by the Investor), and otherwise use commercially reasonable efforts to assist the Investor and its Affected Affiliates in taking such other steps as would result in the situation described in clauses (i) or (ii) above, as the case may be, no longer existing.

Section 4.03. Equivalent Terms. The Investor shall have the right to participate in the Exchange on the basis of the terms applicable to the Private Exchanges as set forth in the Transaction Documents. In connection with the Private Exchanges, the Investor shall receive the most favorable price (which sale, conversion, exercise, exchange reference or effective price shall not be greater than the price in the Public Exchanges or any other issuances or agreed upon issuances of Common Stock effected or entered into between the Signing Date and the Closing Date) and other material terms offered to any other holder of preferred securities of the Company participating therein; provided that this Section 4.03 shall not apply to (i) any agreement with respect to tax withholding, (ii) regulatory matters or (iii) any Permitted Transactions (as defined below). The UST Exchanges shall be consummated on pricing terms no more favorable to the UST than those set forth in the Transaction Outline.

Section 4.04. Preemptive Rights. (a) Sale of New Securities. During the one year period commencing from the Closing Date (the “Preemptive Rights Period”), the Investor shall have the right (or may appoint an Affiliate to exercise such right; provided that any such Affiliate agrees in writing to be bound by the terms of this Agreement (any such Affiliate shall be deemed to be included in the term “Investor”)) to exercise the preemptive rights set forth in this Section 4.04 (the Investor or any such Affiliate who exercises such right, an “Exercising Entity”). During the Preemptive Rights Period, if the Company at any time or from time to time consummates any public or non-public offering of any Common Stock, or any securities, options or debt that are convertible or exchangeable into Common Stock (including any hybrid security), at a price per share of Common Stock of less than $3.25 (or if the conversion, exercise or exchange price per share of Common Stock is less than $3.25), as appropriately adjusted in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to Common Stock (any such security a “New Security”) (other than (i) pursuant to the granting or exercise of compensatory stock options or other equity-based awards pursuant to the Company’s stock incentive plans or the issuance of stock pursuant to the Company’s employee stock purchase plan or rights to acquire Common Stock, in each case in the ordinary course of equity compensation awards, or pursuant to the Company’s 401(k) plan, (ii) issuances for the purposes of consideration in acquisition transactions, (iii) issuances of shares of Common Stock issued upon conversion of, or as a dividend on, any convertible or exchangeable securities of the Company issued either (A) pursuant to the transactions contemplated hereby or (B) prior to the Signing Date), (iv) issuances of debt that include an equity component (such as an “equity kicker”), (v) distributions or issuances pursuant to any rights plan
adopted by the Company, and (vi) the rights offerings and other issuances contemplated by the Transaction Outline (collectively, “Permitted Transactions”), the Exercising Entity shall be afforded the opportunity to acquire from the Company a portion of such New Securities for the same price (net of any underwriting discounts or sales commissions) and on the same terms as such securities are sold to others, up to the amount specified in the following sentence. The amount of New Securities that the Exercising Entity shall be entitled to purchase in the aggregate shall be determined by multiplying (x) the total number of such offered shares of New Securities by (y) a fraction, the numerator of which is the number of shares of Common Stock held by the Investor on a fully-diluted basis (i.e., assuming conversion, exercise or exchange of all securities or other interests convertible into, exercisable for or exchangeable for shares of Common Stock), as of such date, and the denominator of which is the number of shares of Common Stock then outstanding on a fully-diluted basis (i.e., assuming conversion, exercise or exchange of all securities or other interests convertible into, exercisable for or exchangeable for shares of Common Stock), as of such date.

(b) Notice. In the event the Company proposes to offer New Securities, it shall give the Exercising Entity written notice of its intention, and subject to the Investor’s entry into a customary confidentiality undertaking, describing the price (or range of prices), anticipated amount of securities, timing and other material terms upon which the Company proposes to offer the same (including, in the case of a registered public offering and to the extent possible, a copy of the prospectus included in the registration statement filed with respect to such offering), no later than 10 business days, as the case may be, after the initial filing of a registration statement with the SEC with respect to an underwritten public offering, after the commencement of marketing with respect to a Rule 144A offering or after the Company determines to pursue any other offering. The Exercising Entity shall have 2 business days from the date of receipt of such notice to enter into such confidentiality undertaking and to notify the Company in writing that it intends to exercise such preemptive rights and as to the amount of New Securities the Exercising Entity desires to purchase, up to the maximum amount calculated pursuant to Section 4.04(a). Such notice shall constitute a binding agreement of the Exercising Entity to purchase the amount of New Securities so specified at the price and other terms set forth in the Company’s notice to it. The failure of the Exercising Entity to respond within such 2 business day period shall be deemed to be a waiver of the Exercising Entity’s rights under this Section 4.04 only with respect to the offering described in the applicable notice. Notwithstanding anything in this Section 4.04 to the contrary, there shall be no liability on the part of the Company to the Investor if the Company has not consummated any proposed issuance of New Securities pursuant to Section 4.04 for whatever reason, regardless of whether the Company has delivered a notice pursuant to this Section 4.04(b). Whether to effect the issuance of New Securities pursuant to this Section 4.04 is in the sole and absolute discretion of the Company.
(c) **Purchase Mechanism.** If the Exercising Entity exercises its preemptive rights provided in this Section 4.04, the closing of the purchase of the New Securities with respect to which such right has been exercised shall take place simultaneously with the closing of the sale of the New Securities to the other purchasers thereof (or if such purchasers close on different dates, simultaneously with the latest such closing date); provided the closing may be extended for a maximum of 180 days in order to comply with applicable laws and regulations (including receipt of any applicable regulatory or stockholder approvals). Each of the Company and the Exercising Entity agrees to use its commercially reasonable efforts to secure any regulatory or stockholder approvals or other consents, and to comply with any law or regulation necessary in connection with the offer, sale and purchase of such New Securities.

(d) **Failure to Purchase.** In the event the Exercising Entity fails to exercise its preemptive rights as provided in this Section 4.04, or enter into a confidentiality undertaking as contemplated by Section 4.04(b), within said 2 business day period or, if so exercised, the Exercising Entity is unable to consummate such purchase within the time period specified in Section 4.04(c) above because of its failure to obtain any required regulatory or stockholder consent or approval, the Company shall thereafter be entitled during the period of 120 days following the conclusion of the applicable period to sell or enter into an agreement (pursuant to which the sale of the New Securities covered thereby shall be consummated, if at all, within 60 days from the date of said agreement) to sell the New Securities not elected to be purchased pursuant to this Section 4.04 or which the Exercising Entity is unable to purchase because of such failure to obtain any such consent or approval, at a price and upon terms no more favorable to the purchasers of such securities than were specified in the Company’s notice to the Exercising Entity. Notwithstanding the foregoing, if such sale is subject to the receipt of any regulatory or stockholder approval or consent or the expiration of any waiting period, the time period during which such sale may be consummated shall be extended until the expiration of five business days after all such approvals or consents have been obtained or waiting periods expired, but in no event shall such time period exceed 180 days from the date of the applicable agreement with respect to such sale. In the event the Company has not sold the New Securities or entered into an agreement to sell the New Securities within said 120-day period (or sold and issued New Securities in accordance with the foregoing within 60 days from the date of said agreement (as such period may be extended in the manner described above for a period not to exceed 180 days from the date of said agreement)), the Company shall not thereafter offer, issue or sell such New Securities without first offering such securities to the Exercising Entity in the manner provided above.

(e) **Non-Cash Consideration.** In the case of the offering of securities for a consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair
value thereof as determined reasonably and in good faith by the Board of Directors; *provided, however*, that such fair value as
determined reasonably and in good faith by the Board of Directors shall not exceed the aggregate market price of the securities being
offered as of the date the Board of Directors authorizes the offering of such securities.

(f) **Cooperation.** The Company and the Investor shall cooperate in good faith to facilitate the exercise of the Exercising Entity’s
preemptive rights hereunder, including securing any required approvals or consents.

Section 4.05. **Reorganization Treatment.** The Company and the Investor agree to treat the Exchange for U.S. federal income tax
purposes as a “reorganization” described in Section 368(a)(1)(E) of the Code and not to take any position inconsistent with such
treatment unless required by applicable law.

**ARTICLE 5**
**MISCELLANEOUS**

Section 5.01. **Survival of Representations and Warranties.** The representations and warranties of the Company made herein or in
any certificates delivered in connection with the Closing shall survive the Closing for a period of nine months after the Closing;
*provided* that the representations and warranties made in Sections 2.02(a), 2.02(b), 2.02(c), 2.02(d), 2.02(f) and 2.02(g) shall survive
the Closing until the expiration of the applicable statute of limitations. The representations and warranties of the Investor made herein
or in any certificates delivered in connection with the Closing shall survive the Closing for a period of nine months after the Closing;
*provided* that the representations and warranties made in Sections 2.03(a), 2.03(b) and 2.03(e) shall survive the Closing until the
expiration of the applicable statute of limitations.

Section 5.02. **Amendment.** No amendment of any provision of this Agreement will be effective unless made in writing and
signed by an officer or a duly authorized representative of each party. No failure or delay by any party in exercising any right, power
or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further
exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies
provided by law.

Section 5.03. **Waiver of Conditions.** The conditions to each party’s obligation to consummate the Exchange are for the sole
benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law. No waiver will
be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the
provision or provisions subject to such waiver.
Section 5.04. **Governing Law: Submission to Jurisdiction, Etc.** This Agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the non-exclusive jurisdiction and venue of the United States District Court for the Southern District of New York for any and all civil actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, or if such jurisdiction is not available, to the jurisdiction of the courts of the State of New York located in the Borough and City of New York, and (b) that notice may be served upon the Company and the Investor at the addresses and in the manner set forth for notices in Section 5.05. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any civil legal action or proceeding relating to this Agreement or the transactions contemplated hereby.

Section 5.05. **Notices.** Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) If to the Investor:

Government of Singapore Investment Corporation
Pte. Ltd.
#37-01 Capital Tower
168 Robinson Road
Singapore 068912
Attention: Managing Director and President, GAM
Telephone: (65) 6889 8308
Facsimile: (65) 6889 8370

and

Attention: General Counsel
Telephone: (65) 6889 8338
Facsimile: (65) 6889 8392
with a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Susan D. Lewis
    Prabhat K. Mehta
Telephone: (212) 839-5300
Facsimile: (212) 839-5599

(b) If to the Company:

Citigroup Inc.
399 Park Avenue
New York, New York 10022
Attention: Michael S. Helfer, Esq.
    General Counsel
Telephone: (212) 559-5152
Facsimile: (212) 793-5300

and

Citigroup Inc.
399 Park Avenue
New York, New York 10022
Attention: Andrew Felner, Esq.
    Deputy General Counsel
Telephone: (212) 559-7050
Facsimile: (212) 559-7057

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: George R. Bason, Jr.
    Louis L. Goldberg
    Michael Davis
Telephone: (212) 450-4000
Facsimile: (212) 450-3800

and
Section 5.06. Definitions. (a) When a reference is made in this Agreement to a subsidiary of a person, the term “subsidiary” means any corporation, partnership, joint venture, limited liability company or other entity (x) of which such person or a subsidiary of such person is a general partner or (y) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is directly or indirectly owned by such person and/or one or more subsidiaries thereof.

(b) The term “Affiliate” means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise.

(c) The term “Affected Affiliate” means any Affiliate of the Investor that is deemed by a relevant legal or regulatory authority directly or indirectly to own, control, or hold (or be deemed to be acting in concert to own, control or hold) some or all of the Common Stock directly or indirectly owned, controlled or held by the Investor.

(d) The term “Company Disclosure Letter” means the disclosure letter dated the date hereof regarding this Agreement that has been provided by the Company to the Investor.

(e) The term “Controlled Affiliate” means any Affiliate of the Investor that is directly or indirectly “controlled by” (such term is used in the definition of the term “Affiliate”) the Investor.

(f) The term “Governmental Order” means any order, injunction, stipulation, decree or award entered by or with any Governmental Entity.

(g) The term “Investor Disclosure Letter” means the disclosure letter dated the date hereof regarding this Agreement that has been provided by the Investor to the Company.
(b) The terms “beneficial owner” and “beneficial ownership” have the meaning set forth in Rule 13d-3 and Rule 13d-5 under the Exchange Act.

Section 5.07. Assignment. (a) Except as provided in Section 5.07(b), neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except an assignment, in the case of a Business Combination where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale. “Business Combination” means a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company’s stockholders.

(b) The Investor may assign its rights, duties and obligations under this Agreement to Eurovest Pte Ltd or any direct or indirect wholly owned subsidiary of Eurovest Pte Ltd that agrees to be bound by this Agreement (each, a “Permitted Transferee”) without violating any of the provisions set forth herein.

Section 5.08. Waiver of Immunity. To the extent permitted by applicable law, if the Investor has or hereafter may acquire any sovereign or other similar immunity from any legal action, suit or proceeding, including arbitration, from jurisdiction of any court or arbitral tribunal, or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Investor hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement. The Investor agrees that the waivers set forth above (to the extent they relate to sovereign immunity) shall be construed in accordance with and apply to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and are intended to be irrevocable and not subject to withdrawal for purposes of such Act.

Section 5.09. Entire Agreement, Etc. This Agreement (including the Annexes hereto, the Company Disclosure Letter and the Investor Disclosure Letter), the Transaction Documents and any other agreements entered into on the date hereof in connection with this Agreement constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. For the avoidance of doubt, from and after the consummation of the Exchange by the Investor, the Investment Agreement shall be terminated.

Section 5.10. Counterparts and Facsimile. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed
signature pages to this Agreement may be delivered by facsimile or email pdf and such facsimiles or email pdfs will be deemed as sufficient as if actual signature pages had been delivered.

Section 5.11. **Termination.** This Agreement shall automatically terminate if the Closing has not occurred on or prior to September 18, 2009.

Section 5.12. **Severability.** If any provision of this Agreement or a Transaction Document, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 5.13. **No Third Party Beneficiaries.** Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Company and the Investor (and any Permitted Transferee to which any assignment is made in accordance with this Agreement) any benefit, right or remedies.

Section 5.14. **Time of Essence.** Time is of the essence in the performance of each and every term of this Agreement.

Section 5.15. **Specific Performance.** The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled (without the necessity of posting a bond) to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.
In Witness Whereof, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first herein above written.

CITIGROUP INC.

By:    /s/ Gary Crittenden
Name:  Gary Crittenden
Title:  Chief Financial Officer

GOVERNMENT OF SINGAPORE INVESTMENT CORPORATION PTE LTD.

By:    /s/ Quah Wee Ghee
Name:  Quah Wee Ghee
Title:  Managing Director

GOVERNMENT OF SINGAPORE INVESTMENT CORPORATION PTE LTD.

By:    /s/ Chua Lee Ming
Name:  Chua Lee Ming
Title:  Managing Director
## Transaction Outline

### Overview of Transaction

Citi will effect public and private offers to exchange each series of outstanding preferred stock and trust preferred securities (TruPS) for the Citi securities described below.

The objective of these transactions is to increase Citi’s tangible common equity through the exchange offers described below.

### Sequence of Exchange Offers

Citi will conduct separate exchange offers to the USG, the Private Holders and the Public Holders.

The exchange offer to USG and the Private Holders will be consummated as promptly as practicable after the announcement of the transaction.

The exchange offers to the Public Holders will be launched as soon as practicable in compliance with federal securities laws.

### Conditions to USG Participation

USG’s participation in the exchange offer is conditioned on the following conditions:

- USG will only convert an amount of preferred stock equal to the amount of preferred stock of the Private Holders and the preferred stock/TruPs of the Public Holders participating in the exchange offers; provided that USG will only participate if at least $11.5 billion of preferred stock held by Private Holders is exchanged;
- USG will only convert up to the $25 billion of preferred stock issued under the Capital Purchase Program;
- the preferred stock issued under the Targeted Investment Program and the Asset Guarantee Program will be exchanged for a new series of trust preferred securities with the same 8% cash dividend rate as the existing preferred stock; and
- USG will receive the most favorable terms and price offered to any holder of preferred stock through the exchange offers.

### Exchange Offer to USG

USG will exchange a portion of its preferred stock into the Securities and Warrants.

“Securities” means a new series of stock (the “Securities”), created from Citi’s blank check preferred stock authority, that is a common stock analog (non-voting with respect to any holder until all necessary government approvals are received for such holder). Pursuant to their terms, the Securities will be mandatorily convertible into common stock on a one-for-one basis based on the number of common stock equivalents represented by the Securities upon effectiveness of the charter amendment described below.

Annex A - 1
“Warrants” means a warrant to acquire shares of Citi common stock for each $1,000 of liquidation preference of exchanged preferred stock, at an exercise price of $0.01 per share. Such Warrant will become exercisable only if the stockholder vote referred to below is not received within 6 months after issuance of the Securities. One Warrant will be issued with respect to each Security issued. The number of shares of common stock underlying each such Warrant shall be equal to (x) 790 million divided by (y) the aggregate number of Securities received in the exchange offers by USG and the Private Holders.

The common stock and the Securities will be listed for trading, subject to applicable listing requirements. The Securities will all be of the same class.

The exchange price to USG will be $3.25 per share (relative to liquidation preference of preferred shares), which is based on an agreed upon trailing average.

USG preferred stock to be so exchanged (in connection with the exchange at the closing for the Private Holders, and in connection with the exchange at the subsequent closing for the Public Holders) will be such amount as is equal to the aggregate liquidation preference of the preferred stock of the Private Holders and aggregate liquidation preference/face value of the preferred stock/TruPS of the Public Holders exchanged for Securities/Warrants or common stock, after giving effect to the exchanges described below, provided that the aggregate amount exchanged by USG will not exceed $25 billion.

All of the outstanding preferred stock held by USG that is not exchanged for Securities in the program will be exchanged for a new series of trust preferred securities with a coupon of 8% (the “USG Trust Preferred Security”). The other material terms of the USG Trust Preferred Securities will be substantially similar to those of Citi’s traditional TruPS.

Stockholder Vote

No stockholder vote will be required to permit Citi to issue the new Securities or Warrants in the exchange offers (assuming a NYSE waiver of the 20% vote rule).

Citi will seek to obtain the requisite stockholder vote for a charter amendment to increase its authorized common stock to permit the conversion of all Securities into common stock and certain other matters (“Stockholder Approval”). If stockholders do not authorize such charter amendment within 6 months after issuance of the Securities, the outstanding Securities will then have a dividend coupon equal to the greater of (x) a cumulative dividend of 9% (increasing by 2% each quarter up to a cap of 19%) or (y) the dividend actually paid per share of common stock. Prior to such time, the Securities will have the same dividend as the common stock. In the event such Stockholder Approval is obtained, such Warrants will automatically expire.

The Private Holders participating in the exchange offer will agree to vote any common shares held by them in favor of the charter amendment.
| Exchange Offer to Private Holders | Citi will seek to procure the exchange (structured as an exempt exchange offer pursuant to Section 3(a)(9) of the Securities Act) of the preferred stock issued to certain investors (the “Private Holders”) in private placements, for Securities and Warrants. The exchange price to the Private Holders will be $3.25 per share (relative to the liquidation preference of their exchanged preferred stock). In addition, Private Holders will receive Warrants. Citi has undertakings from Private Holders of approximately $12 billion of aggregate liquidation preference of such preferred stock that they will exchange their preferred stock into Securities and Warrants. All Private Holders will be given the opportunity to participate in the exchange offer on the basis of the terms applicable to Private Holders as set forth in this Outline. |
| Exchange Offer to Public Holders | Citi will launch an exchange offer to procure the exchange of the various series of convertible and straight preferred stock and TruPS sold to investors (the “Public Holders”) in multiple offerings up to a maximum of $27.5 billion (liquidation preference/face value) minus the aggregate liquidation preference of all preferred securities exchanged by the Private Holders. If tendered securities exceed the cap, securities will be accepted in the following priorities: (i) first, the convertible and non-convertible preferred securities held by the Public Holders; (ii) second, the enhanced trust preferred securities held by the Public Holders; and (iii) third, the trust preferred securities held by the Public Holders. The exchange price to the Public Holders per share will be based on a percentage of their face value and a per share price of $3.25. In connection with such exchange offers, Citi will announce its current intention not to pay any dividend payments on any such series of preferred stock (other than trust preferred). |
| Rights Offering to Existing Holders | Citi will explore the possibility of a rights offering to existing shareholders. |
| Rights Offering to Employees | Citi will explore the possibility of a rights offering to employees providing the right to acquire common stock at $3.25 per share, the terms of which will include four-year vesting and a five-year exercise period, and subject to compliance with applicable federal rules on executive compensation. |
| Certain Other Agreements | With respect to the Securities and common stock owned by USG, subject to EESA and applicable law, it is anticipated that USG will hold such securities in a trust. Each of USG and the Private Holders that participate in the applicable exchange offer will receive the most favorable terms and price offered to any other preferred holder through these exchange offers or to any common equity holder through any capital raises or rights offerings occurring within the following year. |
Foreign Investor Tax Matters  Citi shall not withhold on an exchange of convertible preferred stock for Securities and Warrants pursuant to the exchange offer by a Private Holder that is a foreign person entitled to an exemption from U.S. dividend withholding (an “Exempt Holder”). Other than with respect to amounts attributable to dividend arrearages, if any, Citi shall not withhold in connection with the exchange of convertible preferred stock for Securities and Warrants by a Private Holder that is not an Exempt Holder.
FORM OF
CERTIFICATE OF DESIGNATIONS
OF
SERIES M COMMON STOCK EQUIVALENT
OF
CITIGROUP INC.

Citigroup Inc., a corporation organized and existing under the laws of the State of Delaware (the “Corporation”), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware thereof, does hereby certify:

The board of directors of the Corporation (the “Board of Directors”) or a duly authorized committee of the Board of Directors, in accordance with the Charter and bylaws of the Corporation and applicable law, adopted the following resolution on [March 1, 2009] creating a series of [11,539] shares of stock of the Corporation, created from its blank check preferred stock authority, designated as “Series M Common Stock Equivalent”.

RESOLVED, that pursuant to the provisions of the Charter and the bylaws of the Corporation and applicable law, a series of stock, created from its blank check preferred stock authority, par value $1.00 per share, of the Corporation be and hereby is created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof, of the shares of such series, are as follows:

Part 1. Designation and Number of Shares; Fractional Shares.

(a) There is hereby created out of the authorized and unissued shares of preferred stock of the Corporation a series of stock designated as the “Series M Common Stock Equivalent” (the “Designated Stock”). The authorized number of shares of Designated Stock shall be [11,539].

(b) Each Holder of a fractional interest in a share of Designated Stock shall be entitled, proportionately, to all the rights, preferences and privileges of the Designated Stock (including the conversion, dividend, voting, redemption and liquidation rights contained in this Certificate of Designations).

 Assumes exchange of $37.5 billion of USG and private preferred stock at a price equal to $3,250,000 per share of Series M Stock (1 million shares of Common Stock per one share of Series M stock).
Part 2. **Standard Provisions.** The Standard Provisions contained in Annex A attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this “Certificate of Designations” to the same extent as if such provisions had been set forth in full herein.

Part 3. **Definitions.** The following terms are used in this Certificate of Designations (including the Standard Provisions in Annex A hereto) as defined below:

(a) “Common Stock” means the common stock, par value $0.01 per share, of the Corporation, or any other shares of the capital stock of the Corporation into which such shares of common stock shall be reclassified or changed.

(b) “Dividend Payment Date” means [ , , , and ]^2 of each year. The first Dividend Payment Date shall be [ ], 2009.

(c) “Junior Stock” means the Common Stock, and any other class or series of stock of the Corporation the terms of which expressly provide that it ranks junior to Designated Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation.

(d) “Liquidation Amount” means (i) from the Original Issue Date to but excluding the Second Dividend Payment Date, $10,000 per share of Designated Stock and (ii) from and including the Second Dividend Payment Date, $3,250,000 per share of Designated Stock.

(e) “Parity Stock” means any class or series of stock of the Corporation (other than Designated Stock) the terms of which do not expressly provide that such class or series shall rank senior or junior to Designated Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation (in each case without regard to whether dividends accrue cumulatively or non-cumulatively). Without limiting the foregoing, Parity Stock shall include the Corporation’s (i) [Adjustable Rate Cumulative Preferred Stock, Series Y; (ii) 5.321% Cumulative Preferred Stock, Series YY; (iii) 6.767% Cumulative Preferred Stock, Series YYY;] (iv) 6.5% Non-Cumulative Convertible Preferred Stock, Series T; (v) 8.125% Non-Cumulative Preferred Stock, Series AA; (vi) 8.40% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E; (vii) 8.50% Non-Cumulative Preferred Stock, Series F; (viii) Fixed Rate Cumulative Perpetual Preferred Stock, Series H; (ix) Fixed Rate Cumulative Perpetual Preferred Stock, Series G; and (x) Fixed Rate Cumulative Perpetual Preferred Stock, Series I.^3 For the avoidance of doubt, the Common Stock is not Parity Stock.

(f) “Signing Date” means the [insert date of Exchange Agreement], 2009.

Part 4. **Certain Voting Matters.**

(a) Whether the vote or consent of the Holders of a plurality, majority or other portion of the shares of Designated Stock and any Common Stock has been cast or given on any matter on which under Sections 10(a) or 10(b) of the Standard Provisions forming part of this Certificate of Designations the Holders of shares of Designated Stock are entitled to vote shall be determined by the Corporation by reference to a number of votes per share equal to the Conversion Rate (as defined in Section 2 of the Standard Provisions forming a part of this Certificate of Designations) in effect on the record date for such vote or consent.

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2 Intended to synch up with the Original Issue Date so that the dividend steps-up on the Second Dividend Payment Date six months from the Original Issue Date.

3 Assumes all private preferred close simultaneously.
(b) Whether the vote or consent of the Holders of a plurality, majority or other portion of the shares of Designated Stock and any Voting Parity Stock has been cast or given on any matter on which under Sections 10(c) and 10(d) of the Standard Provisions forming part of this Certificate of Designations the Holders of shares of Designated Stock are entitled to vote shall be determined by the Corporation by reference to the specified liquidation amount of the shares voted or covered by the consent as if the Corporation were liquidated on the record date for such vote or consent, if any, or, in the absence of a record date, on the date for such vote or consent.

(c) The Corporation shall aggregate any fractional interests in a share of Designated Stock with all other fractional interests having made the same voting or consent decision and shall count the number of whole votes resulting from such aggregation in accordance with the voting or consent decisions received.

[Remainder of Page Intentionally Left Blank]

Annex B - 3
IN WITNESS WHEREOF, Citigroup Inc. has caused this Certificate of Designations to be signed by Zion M. Shohe, its Treasurer and Head of Corporate Finance, this [   ]th day of [   ], 2009.

CITIGROUP INC.

By: ________________________________
Name: Zion M. Shohe
Title: Treasurer and Head of Corporate Finance

Annex B - 4
SECTION 1. GENERAL MATTERS. Each share of Designated Stock shall be identical in all respects to every other share of Designated Stock. The Designated Stock shall be perpetual. As described in Sections 3 and 4 below, the Designated Stock shall rank equally with Parity Stock and senior to Junior Stock as to its Liquidation Amount in the event of any dissolution, liquidation or winding up of the Corporation and, from and including the Second Dividend Payment Date, shall rank equally with Parity Stock and senior to Junior Stock with respect to the payment of dividends.

SECTION 2. STANDARD DEFINITIONS. As used herein with respect to Designated Stock:

“Affiliate” of any specified “Person” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agent Members” has the meaning set forth in Section 19(c).

“Alternate Dividend Amount” has the meaning set forth in Section 3(c).

“Appropriate Federal Banking Agency” means the “appropriate Federal banking agency” with respect to the Corporation as defined in Section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. Section 1813(q)), or any successor provision.

“As-Converted Liquidation Amount” has the meaning set forth in Section 4(c).

“Board of Directors” has the meaning set forth in the recitals to the Certificate of Designations.

“Business Day” means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

“Bylaws” means the bylaws of the Corporation, as they may be amended from time to time.

“Certificate of Amendment” means the amendment to the Charter of the Corporation reflecting the Shareholder Approval.

“Certificate of Designations” means the Certificate of Designations, of which these Standard Provisions form a part, as it may be amended from time to time.
“Charter” means the Corporation’s certificate or articles of incorporation, articles of association, or similar organizational
document, as amended from time to time.

“Closing Price” of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is
reported, the last reported sale price of the shares of the Common Stock on the New York Stock Exchange on such date. If the
Common Stock is not traded on the New York Stock Exchange on any date of determination, the Closing Price of the Common Stock
on such date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or
regional securities exchange on which the Common Stock is so listed or quoted, or, if no closing sale price is reported, the last
reported sale price on the principal U.S. national or regional securities exchange on which the Common Stock is so listed or quoted,
or if the Common Stock is not so listed or quoted on a U.S. national or regional securities exchange, the last quoted bid price for the
Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization, or, if that bid price is not
available, the market price of the Common Stock on that date as determined by a nationally recognized investment banking firm
(unaffiliated with the Corporation) retained by the Corporation for this purpose.

“Common Stock Dividend Amount” has the meaning set forth in Section 3(b).

“Constituent Person” has the meaning set forth in Section 9(a).

“Conversion Agent” means the “Transfer Agent” acting in its capacity as conversion agent for the Designated Stock, and its
successors and assigns.

“Conversion Price” at any time means, for each share of Designated Stock, a dollar amount equal to $3,250,000 divided by the
Conversion Rate (initially $3.25).

“Conversion Rate” means for each share of Designated Stock, 1,000,000 shares of Common Stock, subject to adjustment as set
forth herein.

“Corporation” has the meaning set forth in the recitals to the Certificate of Designations.

“Current Market Price” per share of Common Stock on any day means the average of the “VWAP” per share of Common Stock
on each of the 10 consecutive “Trading Days” ending on the earlier of the day in question and the day before the “Ex-date” or other
specified date with respect to the issuance or distribution requiring such computation, appropriately adjusted to take into account the
occurrence during such period of any event described in Section 8.

“Depositary” means The Depository Trust Company or its nominee or any successor depositary appointed by the Corporation.

“Designated Stock” has the meaning set forth in Part 1.

“Dividend Period” has the meaning set forth in Section 3(d).

“Dividend Record Date” has the meaning set forth in Section 3(d).

Annex B - 6
“Ex-date” when used with respect to any issuance or distribution, means the first date on which the shares of Common Stock or other securities trade without the right to receive an issuance or distribution.

“Exchange Property” has the meaning set forth in Section 9(a).

“Expiration Date” has the meaning set forth in Section 8(a)(iv).

“Expiration Time” has the meaning set forth in Section 8(a)(iv).

“Global Designated Stock” has the meaning set forth in Section 19(a).

“Holders” means the Persons in whose names the shares of the Designated Stock are registered, which may be treated by the Corporation, Transfer Agent, “Registrar”, paying agent and Conversion Agent as the absolute owners of the shares of Designated Stock for the purpose of making payment and settling the related conversions and for all other purposes.

“Liquidation Participation Amount” has the meaning set forth in Section 4(c).

“Liquidation Preference” has the meaning set forth in Section 4(a).

“Mandatory Conversion Date” means the later of (a) the fifth Business Day after the date on which the Shareholder Approval has been received and (b) the Original Issue Date.

“Market Disruption Event” means any of the following events that has occurred:

(i) any suspension of, or limitation imposed on, trading by any exchange or quotation system on which the Closing Price is determined pursuant to the definition of “Closing Price” (a “Relevant Exchange”) during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) and whether by reason of movements in price exceeding limits permitted by the Relevant Exchange, or otherwise relating to Common Stock or in futures or options contracts relating to the Common Stock on the Relevant Exchange;

(ii) any event (other than an event described in clause (iii) below) that disrupts or impairs (as determined by the Corporation in its reasonable discretion) the ability of market participants during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) in general to effect transactions in, or obtain market values for, the Common Stock on the Relevant Exchange or to effect transactions in, or obtain market values for, futures or options contracts relating to the Common Stock on the Relevant Exchange;

(iii) the failure to open of the exchange on which futures or options contracts relating to the Common Stock, are traded or the closure of such exchange prior to its respective scheduled closing time for the regular trading session on such day (without...
regard to after hours or any other trading outside of the regular trading session hours) unless such earlier closing time is announced by such exchange at least one hour prior to the earlier of the actual closing time for the regular trading session on such day, and the submission deadline for orders to be entered into such exchange for execution at the actual closing time on such day.

“Officer” means the Chief Executive Officer, the Chairman, the Chief Administrative Officer, any Vice Chairman, the Chief Financial Officer, the Controller, the Chief Accounting Officer, the Treasurer and Head of Corporate Finance, any Assistant Treasurer, the General Counsel and Corporate Secretary and any Assistant Secretary of the Corporation.

“Officers’ Certificate” means a certificate signed (i) by the Chief Executive Officer, the Chairman, the Chief Administrative Officer, any Vice Chairman, the Chief Financial Officer, the Controller, the Chief Accounting Officer, or the Treasurer and Head of Corporate Finance and (ii) by any Assistant Treasurer, the General Counsel and Corporate Secretary or any Assistant Secretary of the Corporation, and delivered to the Conversion Agent.

“Original Issue Date” means the date on which shares of Designated Stock are first issued.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company, common trust fund or trust.

“Preferred Director” has the meaning set forth in Section 10(c).

“Preferred Directors” has the meaning set forth in Section 10(c).

“Preferred Stock” means any and all series of preferred stock of the Corporation, including the Designated Stock.

“Purchased Shares” has the meaning set forth in Section 8(a)(iv).

“Record Date” has the meaning set forth in Section 8(d).

“Registrar” means the Transfer Agent acting in its capacity as registrar for the Designated Stock, and its successors and assigns.

“Reorganization Event” has the meaning set forth above in the definition of Market Disruption Event.

“Second Dividend Payment Date” has the meaning set forth in Section 8(a)(iv).

“Series M Common Stock Equivalent” has the meaning set forth in the recitals above.

“Share Dilution Amount” has the meaning set forth in Section 3(e).
“Shareholder Approval” means the approval by the stockholders of an amendment to the Charter of the Corporation to increase the number of authorized shares of Common Stock to permit the full conversion of the Designated Stock into Common Stock.


“Trading Day” means, for purposes of determining a VWAP or Closing Price per share of Common Stock or a Closing Price, a Business Day on which the Relevant Exchange (as defined in the definition of Market Disruption Event) is scheduled to be open for business and on which there has not occurred or does not exist a Market Disruption Event.

“Transfer Agent” means The Bank of New York Mellon acting as Transfer Agent, Registrar, paying agent and Conversion Agent for the Designated Stock, and its successors and assigns.

“Voting Parity Stock” means, with regard to any matter as to which the Holders of Designated Stock are entitled to vote as specified in Sections 10(c) of these Standard Provisions that form a part of the Certificate of Designations, any and all series of Parity Stock upon which like voting rights with respect to election of directors have been conferred and are exercisable with respect to such matter.

“VWAP” per share of the Common Stock on any Trading Day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg page C US <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on the relevant Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of Common Stock on such Trading Days determined, using a volume-weighted average method, by a nationally recognized investment banking firm (unaffiliated with the Corporation) retained for this purpose by the Corporation).

Section 3. Dividends

(a) Rate. Holders of Designated Stock shall be entitled to receive, on each share of Designated Stock if, as and when declared by the Board of Directors or any duly authorized committee of the Board of Directors, but only out of assets legally available therefor, dividends and any other distributions, whether payable in cash, securities or any other form of property or assets, with respect to each Dividend Period (as defined below) in an amount determined as described in Sections 3(b) and 3(c) below.

(b) Subject to Section 3(a) above, for each Dividend Period from and including the Original Issue Date to but excluding the second Dividend Payment Date (the “Second Dividend Payment Date”), the Board of Directors may not declare and pay any dividend or make any distribution (including, but not limited to, regular quarterly dividends) in respect of Common Stock, whether payable in cash, securities or any other form of property or assets, unless the Board of Directors declares and pays to the Holders of the Designated Stock, at the same time and on the same terms as holders of Common Stock, an amount per share of Designated Stock equal to the product of (i) any per share dividend or distribution, as applicable, declared and paid or made in respect of each share of Common Stock and (ii) the then-current Conversion Rate (such product, the “Common Stock Dividend Amount”).
Dividends paid on the Designated Stock pursuant to this Section 3(b) are non-cumulative. If the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof does not declare a dividend on the Designated Stock for any Dividend Period described in this Section 3(b) prior to the related Dividend Payment Date, that dividend shall not accrue, and the Corporation shall have no obligation to pay, and Holders shall have no right to receive, a dividend for that Dividend Period on the related Dividend Payment Date or at any future time, whether or not dividends on the Designated Stock or any series of preferred stock or common stock are declared for any subsequent Dividend Period with respect to the Designated Stock, Parity Stock, Junior Stock or any other class or series of authorized preferred stock of the Corporation. References herein to the “accrual” of non-cumulative dividends refer only to the determination of the amount of such dividend and do not imply that any right to a dividend arises prior to the date on which a dividend is declared.

(c) Subject to Section 3(a) above, for each Dividend Period from and including the Second Dividend Payment Date, cumulative cash dividends shall be payable in an amount equal to the greater of (i) the Common Stock Dividend Amount for the current Dividend Period and (ii) the Alternate Dividend Amount. The “Alternate Dividend Amount” shall equal the product of (1) the sum of (A) the Liquidation Amount plus (B) the amount of accrued and unpaid dividends for any prior Dividend Period from and including the Second Dividend Payment Date and (2) (u) a per annum rate of 9%, for the third Dividend Period; (v) a per annum rate of 11% for the fourth Dividend Period; (w) a per annum rate of 13% for the fifth Dividend Period; (x) a per annum rate of 15% for the sixth Dividend Period; (y) a per annum rate of 17% for the seventh Dividend Period; and (z) a per annum rate of 19% for the eighth Dividend Period and for each Dividend Period thereafter.

The dividends described in this Section 3(c) shall begin to accrue and be cumulative from and including the Second Dividend Payment Date, shall compound on each subsequent Dividend Payment Date (i.e., no dividends shall accrue on other dividends unless and until the Dividend Payment Date related to the third Dividend Period has passed without such other dividends having been paid on such date) and shall be payable quarterly in arrears on each Dividend Payment Date, commencing with the third Dividend Payment Date.

(d) In the event that any Dividend Payment Date would otherwise fall on a day that is not a Business Day, the dividend payment due on that date shall be postponed to the next day that is a Business Day and no additional dividends shall accrue as a result of that postponement. The period from and including any Dividend Payment Date to, but excluding, the next Dividend Payment Date is a “Dividend Period”, provided that the initial Dividend Period shall be the period from and including the Original Issue Date to, but excluding, the first Dividend Payment Date.

Dividends that are payable on Designated Stock in respect of any Dividend Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of dividends payable on Designated Stock on any date prior to the end of a Dividend Period, [and for the initial Dividend Period,]4 shall be computed on the basis of a 360-day year consisting of twelve 30-day months, and actual days elapsed over a 30-day month.

4 Retain if the first Dividend Period is long or short.
Dividends that are payable on Designated Stock on any Dividend Payment Date shall be payable to Holders of record of Designated Stock as they appear on the stock register of the Corporation on the applicable record date, which shall be the 15th calendar day immediately preceding such Dividend Payment Date or such other record date fixed by the Board of Directors or any duly authorized committee of the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date (each, a “Dividend Record Date”). Any such day that is a Dividend Record Date shall be a Dividend Record Date whether or not such day is a Business Day.

Holders of Designated Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on Designated Stock as specified in this Section 3 (subject to the other provisions of the Certificate of Designations).

(e) Priority of Dividends. From and including the Second Dividend Payment Date, so long as any share of Designated Stock remains outstanding, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock (other than dividends payable solely in shares of Common Stock or in shares of the same series of the Junior Stock for which the dividend is being paid) or Parity Stock, subject to the immediately following paragraph in the case of Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its subsidiaries unless all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, if applicable as provided in Section 3(c) above, dividends on such amount), on all outstanding shares of Designated Stock have been or are contemporaneously declared and paid in full (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the holders of shares of Designated Stock on the applicable record date). The foregoing limitation shall not apply to (i) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business (including purchases to offset the Share Dilution Amount (as defined below) pursuant to a publicly announced repurchase plan) and consistent with past practice, provided that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount; (ii) purchases or other acquisitions by a broker-dealer subsidiary of the Corporation solely for the purpose of market-making, stabilization or customer facilitation transactions in Junior Stock or Parity Stock in the ordinary course of its business; (iii) purchases by a broker-dealer subsidiary of the Corporation of capital stock of the Corporation for resale pursuant to an offering by the Corporation of such capital stock underwritten by such broker-dealer subsidiary; (iv) any dividends or distributions of rights of Junior Stock in connection with a stockholders’ rights plan or any redemption or repurchase of rights pursuant to any stockholders’ rights plan; (v) the acquisition by the Corporation or any of its subsidiaries of

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record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than the Corporation or any of its subsidiaries), including as trustees or custodians; and (vi) the exchange or conversion of Junior Stock for or into other Junior Stock or of Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case in this clause (vi), solely to the extent required pursuant to binding contractual agreements entered into prior to the Signing Date or any subsequent agreement for the exercise, settlement or exchange thereof for Common Stock. “Share Dilution Amount” means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted accounting principles in the United States, and as measured from the date of the Corporation’s consolidated financial statements most recently filed with the Securities and Exchange Commission prior to the Original Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the holders thereof on the applicable record date) on any Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full upon Designated Stock and any shares of Parity Stock, all dividends declared on Designated Stock and all such Parity Stock and payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared pro rata so that the respective amounts of such dividends declared shall bear the same ratio to each other as all accrued and unpaid dividends per share on the shares of Designated Stock (including, if applicable as provided in Section 3(c) above, dividends on such amount) and all Parity Stock payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors or a duly authorized committee of the Board of Directors out of legally available funds and including, in the case of Parity Stock that bears cumulative dividends, all accrued but unpaid dividends) bear to each other. Any remaining accrued but unpaid cumulative dividends shall continue and be cumulative thereafter, shall compound on each subsequent Dividend Payment Date and shall be payable in arrears on each Dividend Payment Date, pursuant to Section 3(c) above. If the Board of Directors or a duly authorized committee of the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation shall provide written notice to the Holders of Designated Stock prior to such Dividend Payment Date.

Subject to the foregoing in this Section 3, and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any securities, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment, and Holders of Designated Stock shall not be entitled to participate in any such dividends.

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Section 4. Liquidation Rights.

(a) Voluntary or Involuntary Liquidation. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, Holders of Designated Stock shall be entitled to receive for each share of Designated Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock or any other Junior Stock or other stock of the Corporation ranking junior to Designated Stock as to such distribution, payment in full in an amount (the “Liquidation Preference”) equal to the sum of (x) the Liquidation Amount per share and (y) the amount of any accrued and unpaid dividends (including, if applicable as provided in Section 3(c) above, dividends on such amount), whether or not declared, to the date of payment.

(b) Partial Payment. If in any distribution described in Section 4(a) above the assets of the Corporation or proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Designated Stock and the corresponding amounts payable with respect to any other stock of the Corporation ranking equally with Designated Stock as to such distribution, Holders of Designated Stock and the holders of such other stock shall share ratably in any such distribution in proportion to the full respective distributions to which they are entitled.

(c) Residual Distributions. If the Liquidation Preference has been paid in full to all Holders of Designated Stock and the corresponding amounts payable with respect to any other stock of the Corporation ranking equally with Designated Stock as to such distribution has been paid in full, the holders of other stock of the Corporation shall be entitled to receive all remaining assets of the Corporation (or proceeds thereof) according to their respective rights and preferences; provided that if the amount of such assets or proceeds to be distributed with respect to a number of shares of Common Stock equal to the then-current Conversion Rate (the “As-Converted Liquidation Amount”) exceeds the Liquidation Preference, Holders of Designated Stock shall be entitled to receive, for each share of Designated Stock, an additional amount (the “Liquidation Participation Amount”) out of such assets or proceeds such that the As-Converted Liquidation Amount equals the sum of the Liquidation Preference plus the Liquidation Participation Amount, after making appropriate adjustment such that the holders of Designated Stock receive the same amount on an as-converted basis as the holders of a number of shares of Common Stock equal to the then-current Conversion Rate.

(d) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 4, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the Holders of Designated Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

Section 5. Optional Redemption. The Designated Stock shall not be redeemable either at the Corporation’s option or at the option of the Holders at any time.
Section 6. Mandatory Conversion on the Mandatory Conversion Date. Effective as of the close of business on the Mandatory Conversion Date with respect to any share of Designated Stock, such share of Designated Stock shall automatically convert into shares of Common Stock at the then-current Conversion Rate (subject to the conversion procedures of Section 7 below).

Section 7. Conversion Procedures.

(a) Effect of Mandatory Conversion Date. Effective immediately prior to the close of business on the Mandatory Conversion Date, dividends shall no longer be declared on any such converted shares of Designated Stock and such shares of Designated Stock shall cease to be outstanding, in each case, subject to the right of Holders to receive any (i) declared and unpaid dividends or distributions (with respect to dividends or distributions described in Section 3(b) above) on such shares, (ii) accrued and unpaid dividends or distributions (with respect to dividends or distributions described in Section 3(c) above) on such shares in an amount calculated as if the Mandatory Conversion Date were a Dividend Payment Date and (iii) any other payments to which they are otherwise entitled pursuant to the terms hereof.

(b) Rights Prior to Conversion. No allowance or adjustment, except pursuant to Section 8 below, shall be made in respect of dividends payable to holders of the Common Stock of record as of any date prior to the close of business on the Mandatory Conversion Date (except to the extent of the dividends described in Sections 3(b) and 3(c) above). Prior to the close of business on the Mandatory Conversion Date, shares of Common Stock issuable upon conversion of, or other securities issuable upon conversion of, any shares of Designated Stock shall not be deemed outstanding for any purpose, and Holders shall have no rights with respect to the Common Stock or other securities issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock or other securities issuable upon conversion and rights to receive any dividends or other distributions on the Common Stock or other securities issuable upon conversion) by virtue of holding shares of Designated Stock (except to the extent of the dividends described in Sections 3(b) and 3(c) above and the voting rights described in Section 10(a) below).

(c) Record Holder as of Conversion Date. The Person or Persons entitled to receive the Common Stock and/or cash, securities or other property issuable upon conversion of Designated Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock and/or securities as of the close of business on the Mandatory Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash, securities or other property to be issued or paid upon conversion of shares of Designated Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder (as of the close of business on the Mandatory Conversion Date) and in the manner shown on the records of the Corporation or, in the case of global certificates, through book-entry transfer through the “Depositary”.

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Section 8. Anti-Dilution Adjustments

(a) Adjustments. The Conversion Rate will be subject to adjustment, without duplication, under the following circumstances:

(i) the issuance of Common Stock as a dividend or distribution to all holders of Common Stock, or a subdivision or combination (including, without limitation, a reverse stock split) of Common Stock, in which event the Conversion Rate will be adjusted based on the following formula:

\[ CR' = CR_0 \times \frac{OS_1}{OS_0} \]

where,

\( CR_0 \) = the Conversion Rate in effect at the close of business on the Record Date

\( CR' \) = the Conversion Rate in effect immediately after the Record Date

\( OS_0 \) = the number of shares of Common Stock outstanding at the close of business on the Record Date prior to giving effect to such event

\( OS_1 \) = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event

Notwithstanding the foregoing, with respect to any dividend or distribution subject to Section 3(b) above (but only with respect to such dividend or distribution), no adjustment will be made for the issuance of Common Stock as a dividend or distribution to all holders of Common Stock that is made in lieu of a quarterly or annual cash dividend or distribution to such holders.

(ii) the issuance to all holders of Common Stock of certain rights or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights or warrants to purchase shares of Common Stock (or securities convertible into Common Stock) at less than (or having a conversion price per share less than) the Current Market Price as of the Record Date, in which event each Conversion Rate will be adjusted based on the following formula:

\[ CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y} \]

where,

\( CR_0 \) = the Conversion Rate in effect at the close of business on the Record Date

\( CR' \) = the Conversion Rate in effect immediately after the Record Date

\( OS_0 \) = the number of shares of Common Stock outstanding at the close of business on the Record Date

\( X \) = the total number of shares of Common Stock issuable pursuant to such rights (or upon conversion of such securities)

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However, the Conversion Rate will be readjusted to the extent that any such rights or warrants are not exercised prior to their expiration.

(iii) the dividend or other distribution to all holders of Common Stock of shares of capital stock of the Corporation (other than common stock) or evidences of its indebtedness or its assets (excluding any dividend, distribution or issuance covered by clauses (i) or (ii) above or (iv) or (v) below) in which event the Conversion Rate will be adjusted based on the following formula:

\[ Y = \frac{\text{the aggregate price payable to exercise such rights (or the conversion price for such securities paid upon conversion) divided by the average of the VWAP of the Common Stock over each of the ten consecutive Trading Days prior to the Business Day immediately preceding the announcement of the issuance of such rights}}} \]

However, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on Common Stock consists of shares of capital stock of the Corporation, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

\[ CR_1 = CR_0 \times \frac{SP_0}{(SP_0 - FMV)} \]

where,

- \( CR_0 \) = the Conversion Rate in effect at the close of business on the Record Date
- \( CR_1 \) = the Conversion Rate in effect immediately after the Record Date
- \( SP_0 \) = the Current Market Price as of the Record Date
- \( FMV \) = the fair market value (as determined by the Board of Directors) on the Record Date of the shares of capital stock of the Corporation, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

However, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on Common Stock consists of shares of capital stock of the Corporation, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

\[ CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0} \]

where,
(iv) the Corporation or one or more of its subsidiaries makes purchases of Common Stock pursuant to a tender offer or exchange offer by the Corporation or a subsidiary of the Corporation for Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock validly tendered or exchanged exceeds the VWAP per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the “Expiration Date”), in which event the Conversion Rate will be adjusted based on the following formula:

\[ CR^1 = CR_0 \times \left( \frac{FMV + (SP^1 \times OS_1)}{SP^1 \times OS_0} \right) \]

where,

\[ CR_0 \] = the Conversion Rate in effect at the close of business on the expiration date

\[ CR^1 \] = the Conversion Rate in effect immediately after the Expiration Date

\[ FMV \] = the fair market value (as determined by the Board of Directors), on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the Expiration Date (the “Purchased Shares”)

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OS\(^i\) = \text{the number of shares of Common Stock outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the “Expiration Time”) less any Purchased Shares}

OS\(_0\) = \text{the number of shares of Common Stock outstanding at the Expiration Time, including any Purchased Shares}

SP\(^i\) = \text{the average of the VWAP of the Common Stock over each of the ten consecutive Trading Days commencing with the Trading Day immediately after the Expiration Date.}

(b) Calculation of Adjustments. All adjustments to the Conversion Rate shall be calculated by the Corporation to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate will be required unless such adjustment would require an increase or decrease of at least one percent; provided, however, that any such minor adjustments that are not required to be made will be carried forward and taken into account in any subsequent adjustment, and provided further that any such adjustment of less than one percent that has not been made will be made upon (x) the end of each fiscal year of the Corporation and (y) the Mandatory Conversion Date.

(c) When No Adjustment Required.

(i) Except as otherwise provided in this Section 8, the Conversion Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing or for the repurchase of Common Stock.

(ii) No adjustment of the Conversion Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to the Corporation’s stockholder rights plan existing on the Signing Date, as amended, modified, or supplemented from time to time, or any newly adopted stockholder rights plans; provided, however, that to the extent that the Corporation (x) has a stockholder rights plan in effect on the Mandatory Conversion Date (including the Corporation’s rights plan, if any, existing on the date hereof) or (y) had a stockholder rights plan take effect after the Signing Date that is no longer in effect on the Mandatory Conversion Date and the rights under such plan were exercised, the Holder shall receive, in addition to the shares of Common Stock, the rights under such rights plan, unless, prior to the Mandatory Conversion Date, the rights have separated from the Common Stock, in which case the Conversion Rate will be adjusted at the time of separation as if the Corporation made a distribution to all holders of

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Common Stock of shares of capital stock of the Corporation or evidences of its indebtedness or its assets as described in Section 8 (a)(iii), subject to readjustment in the event of the expiration, termination or redemption of the rights of a stockholder rights plan in effect on the Mandatory Conversion Date.

(iii) No adjustment to the Conversion Rate need be made:
   
   (A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Corporation and the investment of additional optional amounts in Common Stock under any plan;

   (B) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of its subsidiaries; or

   (C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Signing Date.

(iv) No adjustment to the Conversion Rate need be made for a transaction referred to in Section 8 (a)(i), (ii), (iii) or (iv) above if Holders may participate in the transaction on a basis and with notice that the Board of Directors determines to be fair and appropriate in light of the basis and notice on which holders of Common Stock participate in the transaction.

(v) No adjustment to the Conversion Rate need be made for a change in the par value of the Common Stock.

(vi) No adjustment to the Conversion Rate will be made to the extent that such adjustment would result in the Conversion Price being less than the par value of the Common Stock.

(vii) No adjustment to the Conversion Rate need be made for the issuance of shares of Common Stock, convertible securities, warrants, or rights to acquire shares of Common Stock (whether or not such rights are issued to employees of the Corporation in the transactions described in the Transaction Outline filed as Exhibit 99.2 to the Corporation’s Current Report on Form 8-K dated February 27, 2009, or for the issuance of the shares of Common Stock pursuant to such convertible securities, warrants or rights.

(d) Record Date. For purposes of this Section 8, “Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

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(c) **Successive Adjustments.** After an adjustment to the Conversion Rate under this Section 8, any subsequent event requiring an adjustment under this Section 8 shall cause an adjustment to such Conversion Rate as so adjusted.

(f) **Multiple Adjustments.** For the avoidance of doubt, if an event occurs that would trigger an adjustment to the Conversion Rate pursuant to this Section 8 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder.

(g) **Notice of Adjustments.** Whenever a Conversion Rate is adjusted as provided under Section 8, the Corporation shall within 10 Business Days following the occurrence of an event that requires such adjustment (or if the Corporation is not aware of such occurrence, as soon as reasonably practicable after becoming so aware):

(i) compute the adjusted applicable Conversion Rate in accordance with Section 8 and prepare and transmit to the Conversion Agent an “Officers’ Certificate” setting forth the applicable Conversion Rate, as the case may be, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the applicable Conversion Rate was determined and setting forth the adjusted applicable Conversion Rate.

(h) **Conversion Agent.** The Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any facts exist that may require any adjustment of the applicable Conversion Rate or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Conversion Agent shall be fully authorized and protected in relying on any Officers’ Certificate delivered pursuant to Section 8(g) above and any adjustment contained therein and the Conversion Agent shall not be deemed to have knowledge of any adjustment unless and until it has received such certificate. The Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, that may at the time be issued or delivered with respect to any Designated Stock; and the Conversion Agent makes no representation with respect thereto. The Conversion Agent shall not be responsible for any failure of the Corporation to issue, transfer or deliver any shares of Common Stock pursuant to a the conversion of Designated Stock or to comply with any of the duties, responsibilities or covenants of the Corporation contained in this Section 8.

(i) **Fractional Shares.** No fractional shares of Common Stock will be issued to holders of the Designated Stock upon conversion. In lieu of fractional shares otherwise issuable, holders will be entitled to receive an amount in cash equal to the fraction of a share of Common Stock, calculated on an aggregate basis in respect of the shares of Designated Stock being converted, multiplied by the Closing Price of the Common Stock on the Trading Day immediately preceding the Mandatory Conversion Date.

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Section 9. Adjustment for Reorganization Events.

(a) Reorganization Events. In the event of:

(i) any consolidation or merger of the Corporation with or into another person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for, or converted into, cash, securities other property of the Corporation or another corporation);

(ii) any sale, transfer, lease or conveyance to another person of all or substantially all the property and assets of the Corporation; or

(iii) any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or acquisition), any reclassification or any binding share exchange which reclassifies or changes its outstanding Common Stock;

each of which is referred to as a “Reorganization Event,” each share of the Designated Stock outstanding immediately prior to such Reorganization Event will, without the consent of the holders of the Designated Stock, become convertible into the kind and amount of securities, cash and other property (the “Exchange Property”) receivable in such Reorganization Event (without any interest thereon, and, solely with respect to dividends or distributions described in Section 3(b) above, without any right to dividends or distribution thereon which have a record date that is prior to the Mandatory Conversion Date) per share of Common Stock by a holder of Common Stock that is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Corporation and non-Affiliates; provided that if the Exchange Property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person other than a Constituent Person or an Affiliate thereof, then for the purpose of this Section 9(a), the Exchange Property receivable upon such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election). If the Mandatory Conversion Date follows a Reorganization Event, the Conversion Rate then in effect will be applied to the amount on the Mandatory Conversion Date of such Exchange Property received per share of Common Stock, as determined in accordance with this Section 9.

(b) Successive Reorganization Events. The above provisions of this Section 9 shall similarly apply to successive Reorganization Events and the provisions of Section 8 shall apply to any shares of capital stock of the Corporation (or any successor) received by the holders of the Common Stock in any such Reorganization Event.

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Section 10. Voting Rights.

(a) General. Each share of Designated Stock shall entitle the holder thereof to a number of votes equal to the Conversion Rate in effect on the record date for the vote or consent on all matters submitted to a vote of the stockholders of the Corporation; provided that the Holders of Designated Stock shall not be entitled to vote on any of the matters described in the Corporation’s Schedule 14As filed with the Securities and Exchange Commission on [ ], 2009 and [ ], 2009, except as required by applicable law.

(b) Single Class. Except as otherwise provided herein, in the Charter or by applicable law, the Holders of shares of Designated Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Preferred Stock Directors. Whenever, at any time or times, from and including the Second Dividend Payment Date, dividends payable on the shares of Designated Stock have not been paid for an aggregate of six quarterly Dividend Periods or more, whether or not consecutive, the authorized number of directors of the Corporation shall automatically be increased by two and the Holders of the Designated Stock shall have the right, with holders of shares of any one or more other classes or series of Voting Parity Stock outstanding at the time, voting together as a class, to elect two directors (hereinafter the “Preferred Directors” and each a “Preferred Director”) to fill such newly created directorships at the Corporation’s next annual meeting of stockholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of stockholders until all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, if applicable as provided in Section 3(c) above, dividends on such amount), on all outstanding shares of Designated Stock have been declared and paid in full at which time such right shall terminate with respect to the Designated Stock, except as herein or by law expressly provided, subject to revesting in the event of each and every subsequent default of the character above mentioned; provided that it shall be a qualification for election for any Preferred Director that the election of such Preferred Director shall not cause the Corporation to violate any corporate governance requirements of any securities exchange or other trading facility on which securities of the Corporation may then be listed or traded that listed or traded companies must have a majority of independent directors. Upon any termination of the right of the Holders of shares of Designated Stock and Voting Parity Stock as a class to vote for directors as provided above, the Preferred Directors shall cease to be qualified as directors, the term of office of all Preferred Directors then in office shall terminate immediately, and the authorized number of directors shall be reduced by the number of Preferred Directors elected pursuant hereto. Any Preferred Director may be removed at any time, without cause, and any vacancy created thereby may be filled, only by the affirmative vote of the Holders of a majority of the shares of Designated Stock at the time outstanding voting separately as a class together with the holders of shares of Voting Parity Stock, to the extent the voting rights of such holders described above are

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then exercisable. If the office of any Preferred Director becomes vacant for any reason other than removal from office as aforesaid, the remaining Preferred Director may choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred.

(d) Class Voting Rights as to Particular Matters. So long as any shares of Designated Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Charter, the vote or consent of the Holders of at least 66 2/3% of the shares of Designated Stock at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) Authorization of Senior Stock. Any amendment or alteration of the Certificate of Designations for the Designated Stock or the Charter to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to Designated Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Corporation;

(ii) Amendment of Designated Stock. Any amendment, alteration or repeal of any provision of the Certificate of Designations for the Designated Stock or the Charter (including, unless no vote on such merger or consolidation is required by Section 10(d)(iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Designated Stock;

(iii) Share Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding share exchange or reclassification involving the Designated Stock, or of a merger or consolidation of the Corporation with another corporation or other entity, unless in each case (x) the shares of Designated Stock remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent that is an entity organized and existing under the laws of the United States of America, any state thereof or the District of Columbia and that is a corporation for U.S. federal income tax purposes (or if such entity is not a corporation, the Corporation having received an opinion of nationally recognized counsel experienced in such matters to the effect that Holders will be subject to tax for U.S. federal income tax purposes with respect to such new preference securities after such merger or consolidation in the same amount, at the same time and otherwise in the same manner as would have been the case under the Designated Stock prior to such merger or consolidation), and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Designated Stock immediately prior to such consummation, taken as a whole;

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provided, however, that the Holders of Designated Stock shall not be entitled to vote on any of the matters described in the Corporation’s Schedule 14As filed with the Securities and Exchange Commission on [___], 2009 and [___], 2009, except as required by applicable law; and provided further that for all purposes of this Section 10(d), any increase in the amount of the authorized preferred stock of the Corporation, including any increase in the authorized amount of Designated Stock necessary to satisfy preemptive or similar rights granted by the Corporation to other persons prior to the Signing Date, or the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any series of preferred stock, or any securities convertible into or exchangeable or exercisable for any series of preferred stock, ranking equally with and/or junior to Designated Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Corporation shall not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the holders of outstanding shares of the Designated Stock.

(e) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Designated Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules that the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which Designated Stock is listed or traded at the time.

Section 11. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the record Holder of any share of Designated Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such Transfer Agent shall be affected by any notice to the contrary.

Section 12. Rank. Notwithstanding anything set forth in the Charter or this Certificate of Designations to the contrary, the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof, without the vote of the Holders, may authorize and issue additional shares of Junior Stock or Parity Stock.

Section 13. Listing. The Corporation hereby covenants and agrees that it will use its reasonable best efforts to list and keep listed the Designated Stock on the New York Stock Exchange or another national securities exchange or automated quotation system, if permitted by the rules of such exchange or automated quotation system.

Section 14. Repurchase. Subject to the limitations imposed herein, the Corporation may purchase and sell Designated Stock from time to time to such extent, in such manner, and upon such terms as the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof may determine; provided, however, that the Corporation shall not use any of its funds for any such purchase when there are reasonable grounds to believe that the Corporation is, or by such purchase would be, rendered insolvent; provided, further, however, that in the event that the Corporation beneficially owns any Designated Stock, the Corporation will procure that voting rights in respect of such Designated Stock are not exercised.

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Section 15. No Preemptive Rights. No share of Designated Stock shall have any rights of preemption whatsoever as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

Section 16. Notice of Shareholder Approval. The Corporation shall notify the Holders of the status of the Shareholder Approval on the Business Day immediately succeeding the date on which the Shareholder Approval has been received or the date on which the Shareholder Approval has been sought but not received, as applicable.

Section 17. No Sinking Fund. Shares of Designated Stock are not subject to the operation of a sinking fund.

Section 18. Reservation of Common Stock.

(a) Sufficient Shares. In order to cause an effective date no later than 5 Business Days following the Shareholder Approval, the Corporation shall file the Certificate of Amendment with the Secretary of State of the State of Delaware as soon as practicable after the date of the Shareholder Approval. Following receipt of the Shareholder Approval, the Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Corporation, solely for issuance upon the conversion of shares of Designated Stock as provided in this Certificate of Designations, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Designated Stock then outstanding at the then-current Conversion Price. For purposes of this Section 18(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Designated Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(b) Use of Acquired Shares. Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Designated Stock, as herein provided, shares of Common Stock acquired by the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(c) Free and Clear Delivery. All shares of Common Stock delivered upon conversion of the Designated Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) Compliance with Law. Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Designated Stock, the Corporation shall use

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its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(e) **Listing.** The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all the Common Stock issuable upon conversion of the Designated Stock; provided, however, that if the rules of such exchange or automated quotation system require the Corporation to defer the listing of such Common Stock until the mandatory conversion of Designated Stock into Common Stock in accordance with the provisions hereof, the Corporation covenants to list such Common Stock issuable upon conversion of the Designated Stock in accordance with the requirements of such exchange or automated quotation system at such time.

Section 19. **Transfer Agent, Conversion Agent, Registrar and Paying Agent.**

The duly appointed Transfer Agent, Conversion Agent, Registrar and paying agent for the Designated Stock shall be The Bank of New York Mellon. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; provided that the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof to the Holders.

Section 20. **Form.**

(a) **Global Designated Stock.** Designated Stock may be issued in the form of one or more permanent global shares of Designated Stock in definitive, fully registered form with a global legend in substantially the form attached hereto as Exhibit A (each, a “Global Designated Stock”), which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Global Designated Stock may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Corporation). The aggregate number of shares represented by each Global Designated Stock may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depositary or its nominee as hereinafter provided. This Section 20(a) shall apply only to a Global Designated Stock deposited with or on behalf of the Depositary.

(b) **Delivery to Depositary.** If Global Designated Stock is issued, the Corporation shall execute and the Registrar shall, in accordance with this Section 20, countersign and deliver initially one or more Global Designated Stock that (i) shall be registered in the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Registrar to the Depositary or pursuant to instructions received from the Depositary or held by the Registrar as custodian for the Depositary pursuant to an agreement between the Depositary and the Registrar.
(c) **Agent Members.** If Global Designated Stock is issued, members of, or participants in, the Depositary (“Agent Members”) shall have no rights under this Certificate of Designations with respect to any Global Designated Stock held on their behalf by the Depositary or by the Registrar as the custodian of the Depositary or under such Global Designated Stock, and the Depositary may be treated by the Corporation, the Registrar and any agent of the Corporation or the Registrar as the absolute owner of such Global Designated Stock for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Designated Stock. If Global Designated Stock is issued, the Depositary may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Designated Stock, this Certificate of Designations or the Charter.

(d) **Physical Certificates.** Owners of beneficial interests in any Global Designated Stock shall not be entitled to receive physical delivery of certificated shares of Designated Stock, unless (x) the Depositary has notified the Corporation that it is unwilling or unable to continue as Depositary for the Global Designated Stock and the Corporation does not appoint a qualified replacement for the Depositary within 90 days, (y) the Depositary ceases to be a “clearing agency” registered under the Securities Exchange Act of 1934, as amended, and the Corporation does not appoint a qualified replacement for the Depositary within 90 days or (z) the Corporation decides to discontinue the use of book-entry transfer through the Depositary. In any such case, the Global Designated Stock shall be exchanged in whole for definitive shares of Designated Preferred Stock in registered form, with the same terms and of an equal aggregate Liquidation Preference. Such definitive shares of Designated Stock shall be registered in the name or names of the Person or Persons specified by the Depositary in a written instrument to the Registrar.

(e) **Signature.** An “Officer” shall sign any Global Designated Stock for the Corporation, in accordance with the Corporation’s Bylaws and applicable law, by manual or facsimile signature. If an Officer whose signature is on a Global Designated Stock no longer holds that office at the time the Transfer Agent countersigned the Global Designated Stock, the Global Designated Stock shall be valid nevertheless. A Global Designated Stock shall not be valid until an authorized signatory of the Transfer Agent manually countersigns Global Designated Stock. Each Global Designated Stock shall be dated the date of its countersignature.

Section 21. **Replacement Certificates.** The Corporation shall replace any mutilated certificate at the Holder’s expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost together with any indemnity that may be reasonably required by the Corporation; provided that if physical certificates are issued, the Corporation shall not be required to issue any certificates representing the Designated Stock on or after the Mandatory Conversion Date. In place of the delivery of a replacement certificate following the Mandatory Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described in the second sentence above, shall deliver the shares of Common Stock pursuant to the terms of the Designated Stock formerly evidenced by the certificate.
Section 22. Taxes.

(a) Transfer Taxes. The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Designated Stock or shares of Common Stock or other securities issued on account of Designated Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Designated Stock, shares of Common Stock or other securities in a name other than that in which the shares of Designated Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Designated Stock (and on the shares of Common Stock received upon their conversion) shall be subject to withholding and backup withholding of tax to the extent required by law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by Holders.

Section 23. Notices. All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of (a) receipt thereof or (b) for notices sent within the United States, three Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of this Certificate of Designations) with postage prepaid or (c) for notices sent outside the United States, two Business Days after the sending thereof if sent by recognized next day courier service, addressed: (i) if to the Company, to its office at 399 Park Avenue, New York, New York 10043 (Attention: Corporate Secretary) or to the Transfer Agent at its office at Newport Office Center VII, 480 Washington Boulevard, 29th Floor, Jersey City, NJ 07310 (Attention: Kieran McGovern), or other agent of the Company designated as permitted by this Certificate of Designations, or (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company (which may include the records of the Transfer Agent) or (iii) to such other address and by such other means as the Company or any such Holder, as the case may be, shall have designated by notice similarly given. Notwithstanding the foregoing, if shares of Designated Stock are issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the Holders of Designated Stock in any manner permitted by such facility.

Section 24. Other Rights. The shares of Designated Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional, preemptive or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

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Citigroup Inc., a Delaware corporation (the “Company”), hereby certifies that [            ] (the “Holder”), is the registered owner of [            ] ([            ])) fully paid and non-assessable shares of the Company’s designated Series M Common Stock Equivalent, with a par value of $1.00 per share and a liquidation amount of (i) $10,000 per share from and including the Original Issue Date to but excluding the Second Dividend Payment Date and (ii) $3,250,000 per share from and including the Second Dividend Payment Date (the “Series M Stock”). The shares of Series M Stock are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series M Stock represented hereby are and shall in all respects be subject to the provisions of the Certificate of Designations dated March [ ], 2009 as the same may be amended from time to time (the “Certificate of Designations”). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Company will provide a copy of the Certificate of Designations to a Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Series M Stock set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, these shares of Series M Stock shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

5 Applicable to UST security only.
IN WITNESS WHEREOF, this certificate has been executed on behalf of the Company by its Treasurer and Head of Corporate Finance and countersigned by an Assistant Secretary this [   ]th day of [            ], 2009.

CITIGROUP INC.

By: 
Name: Zion Shohe
Title: Treasurer and Head of Corporate Finance

By: 
Name: Michael J. Tarpley
Title: Assistant Secretary

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REGISTRAR’S COUNTERSIGNATURE

These are shares of Series M Stock referred to in the within-mentioned Certificate of Designations.

Dated: [ ], 2009

THE BANK OF NEW YORK MELLON, as Registrar

By: ________________________________
Name: ________________________________
Title: ________________________________

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REVERSE OF CERTIFICATE

Dividends on each share of Series M Stock shall be payable at the applicable rate provided in the Certificate of Designations.

The shares of Series M Stock shall be convertible in the manner and accordance with the terms set forth in the Certificate of Designations.

The Company shall furnish without charge to each holder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series M Stock evidenced hereby to:

__________________________________________
(Insert assignee’s social security or taxpayer identification number, if any)

__________________________________________
(Insert address and zip code of assignee)

and irrevocably appoints:

__________________________________________

as agent to transfer the shares of Series M Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date:
Signature:

(Sign exactly as your name appears on the other side of this Certificate)

Signature Guarantee: ________________________________

(Signature must be guaranteed by an “eligible guarantor institution” that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

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FORM OF OPINION

1. the Company’s due authorization, execution and delivery of the Transaction Documents;
2. the Company’s power to perform its obligations under the Transaction Documents;
3. the enforceability of the Transaction Documents against the Company; and
4. the due and valid issuance of the Exchange Interim Securities, the Exchange Common Shares, the Warrant and the Warrant Shares.

Customary exceptions and assumptions may be set forth in any opinion letter delivered in connection with this Agreement.

Annex C - 1
FORM OF WARRANT TO PURCHASE COMMON STOCK

[THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.]

WARRANT
to purchase

[ ]
Shares of Common Stock
of CITIGROUP INC.

Issue Date: [ ], 2009

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated.

   “Affiliate” has the meaning ascribed to it in the Exchange Agreement.

   “Appraisal Procedure” means a procedure whereby two independent appraisers, one chosen by the Company and one by the Original Warrantholder, shall mutually agree upon the determinations then the subject of appraisal. Each party shall deliver a notice to the other appointing its appraiser within 15 days after the Appraisal Procedure is invoked. If within 30 days after appointment of the two appraisers they are unable to agree upon the amount in question, a third independent appraiser shall be chosen within 10 days thereafter by the mutual consent of such first two appraisers. The decision of the third appraiser so appointed and chosen shall be given within 30 days after the selection of such third appraiser. If three appraisers shall be appointed and the determination of

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6 Applicable to UST warrant only.

Annex D - 1
one appraiser is disparate from the middle determination by more than twice the amount by which the other determination is disparate from the middle determination, then the determination of such appraiser shall be excluded, the remaining two determinations shall be averaged and such average shall be binding and conclusive upon the Company and the Original Warrantholder; otherwise, the average of all three determinations shall be binding upon the Company and the Original Warrantholder. The costs of conducting any Appraisal Procedure shall be borne by the Company.

“Board of Directors” means the board of directors of the Company, including any duly authorized committee thereof.

“business day” means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

“Capital Stock” means (A) with respect to any Person that is a corporation or company, any and all shares, interests, participations or other equivalents (however designated) of capital or capital stock of such Person and (B) with respect to any Person that is not a corporation or company, any and all partnership or other equity interests of such Person.

“Charter” means, with respect to any Person, its certificate or articles of incorporation, articles of association, or similar organizational document.

“Common Stock” has the meaning ascribed to it in the Exchange Agreement.

“Company” means Citigroup Inc., a corporation organized and existing under the laws of the State of Delaware.

“Constituent Person” has the meaning set forth in Section 14(a).


“Exchange Agreement” means the Exchange Agreement, dated as of March [   ], 2009, as amended from time to time, between the Company and the Original Warrantholder, including all annexes and schedules thereto.

“Exchange Property” has the meaning set forth in Section 14(a).

“Exercise Price” has the meaning set forth in Section 2.

“Exercise Rate” has the meaning set forth in Section 2.

“Expiration Time” has the meaning set forth in Section 3.

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“Fair Market Value” means, with respect to any security or other property, the fair market value of such security or other property as determined by the Board of Directors, acting in good faith or, with respect to Section 15, as determined by the Original Warrantholder acting in good faith. For so long as the Original Warrantholder holds this Warrant or any portion thereof, it may object in writing to the Board of Director’s calculation of fair market value within 10 days of receipt of written notice thereof. If the Original Warrantholder and the Company are unable to agree on fair market value during the 10-day period following the delivery of the Original Warrantholder’s objection, the Appraisal Procedure may be invoked by either party to determine Fair Market Value by delivering written notification thereof not later than the 30th day after delivery of the Original Warrantholder’s objection.

“Initial Exercise Date” has the meaning set forth in Section 3.

“Issue Date” means the date set forth on the first page of this Warrant.

“Market Price” means, with respect to a particular security, on any given day, the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the last closing bid and ask prices regular way, in either case on the principal national securities exchange on which the applicable securities are listed or admitted to trading, or if not listed or admitted to trading on any national securities exchange, the average of the closing bid and ask prices as furnished by two independent members of the Financial Industry Regulatory Authority, Inc. selected from time to time by the Company for that purpose. “Market Price” shall be determined without reference to after hours or extended hours trading. If such security is not listed and traded in a manner that the quotations referred to above are available for the period required hereunder, the Market Price per share of Common Stock shall be deemed to be (i) in the event that any portion of the Warrant is held by the Original Warrantholder, the fair market value per share of such security as determined in good faith by the Original Warrantholder or (ii) in all other circumstances, the fair market value per share of such security as determined in good faith by the Board of Directors in reliance on an opinion of a nationally recognized independent investment banking corporation retained by the Company for this purpose and certified in a resolution to the Warrantholder. For the purposes of determining the Market Price of the Common Stock on the “trading day” preceding, on or following the occurrence of an event, (i) that trading day shall be deemed to commence immediately after the regular scheduled closing time of trading on the New York Stock Exchange or, if trading is closed at an earlier time, such earlier time and (ii) that trading day shall end at the next regular scheduled closing time, or if trading is closed at an earlier time, such earlier time (for the avoidance of doubt, and as an example, if the Market Price is to be determined as of the last trading day preceding a specified event and the closing time of trading on a particular day is 4:00 p.m. and the specified event occurs at 5:00 p.m. on that day, the Market Price would be determined by reference to such 4:00 p.m. closing price).

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“Original Warrantholder” means [           ]. Any actions specified to be taken by the Original Warrantholder hereunder may only be taken by such Person and not by any other Warrantholder.

“Person” has the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

“Record Date” has the meaning set forth in Section 13(a).

“Reorganization Event” has the meaning set forth in Section 14(a).

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Series M Certificate of Designations” has the meaning set forth in Section 13(g).

“Series M Securities” means the Series M Common Stock Equivalent of the Company issued on [           ], 2009.

“Shareholder Approval” means a vote of the Company’s shareholders authorizing an amendment of the Company’s charter increasing the authorized Common Stock to permit the conversion of all Series M Securities into Common Stock.

“Shares” means shares of Common Stock to which the Warrantholder is entitled pursuant to this Warrant.

“Signing Date” means the date of the Exchange Agreement.

“trading day” means (A) if the shares of Common Stock are not traded on any national or regional securities exchange or association or over-the-counter market, a business day or (B) if the shares of Common Stock are traded on any national or regional securities exchange or association or over-the-counter market, a business day on which such relevant exchange or quotation system is scheduled to be open for business and on which the shares of Common Stock (i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market for any period or periods aggregating one half hour or longer; and (ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the shares of Common Stock.

“U.S. GAAP” means United States generally accepted accounting principles.

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“VWAP” per share of the Common Stock on any trading day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg page C US <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant trading day until the close of trading on the relevant trading day (or if such volume-weighted average price is unavailable, the market price of one share of Common Stock on such trading day determined, using a volume-weighted average method, by a nationally recognized investment banking firm (unaffiliated with the Company) retained for this purpose by the Company).

“Warrantholder” has the meaning set forth in Section 2.

“Warrant” means this Warrant, issued pursuant to the Exchange Agreement.

2. Number of Shares; Exercise Price. This certifies that, for value received, the Original Warrantholder or its permitted assigns (the “Warrantholder”) is entitled, upon the terms and subject to the conditions hereinafter set forth, to acquire from the Company, in whole or in part, up to an aggregate of the number of fully paid and nonassessable shares of Common Stock (the “Exercise Rate”) equal to the product of (A) the number of Series M Securities issued to the Original Warrantholder multiplied by (B) the quotient of (x) $90,000,000 divided by (y) the aggregate number of shares of Series M Securities outstanding at the close of business on the second business day immediately preceding the Initial Exercise Date (as defined below), at a purchase price per share of Common Stock equal to $0.01 (the “Exercise Price”). The Company shall notify the Warrantholder of the Exercise Rate determined in accordance with this Section 2 on the business day immediately succeeding the date of such determination. The Exercise Rate is subject to adjustment as provided herein, and all references to “Common Stock,” “Shares” and “Exercise Rate” herein shall be deemed to include any such adjustment or series of adjustments.

3. Exercise of Warrant; Term; Termination. Subject to Sections 2 and 3(b), to the extent permitted by applicable laws and regulations, the right to purchase the Shares shall be exercisable in whole or in part by the Warrantholder, at any time or from time to time on or after [insert date six months from issue date], 2009 (the “Initial Exercise Date”), but in no event later than 5:00 p.m., New York City time on the tenth anniversary of the Issue Date (the “Expiration Time”), by (A) the surrender of this Warrant and Notice of Exercise annexed hereto, duly completed and executed on behalf of the Warrantholder, at the principal executive office of the Company located at 399 Park Avenue, New York, NY 10022 (or such other office or agency of the Company in the United States as it may designate by notice in writing to the Warrantholder at the address of the Warrantholder appearing on the books of the Company), and (B) payment of the Exercise Price for the Shares thereby purchased:

(i) by having the Company withhold, from the shares of Common Stock that would otherwise be delivered to the Warrantholder upon such exercise, shares of Common Stock issuable upon exercise of the Warrant equal in value to the aggregate Exercise Price as to which this Warrant is so exercised based on the Market Price of the Common Stock on the trading day on which this Warrant is exercised and the Notice of Exercise is delivered to the Company pursuant to this Section 3, or
(ii) with the consent of both the Company and the Warrantholder, by tendering in cash, by certified or cashier’s check payable to the order of the Company, or by wire transfer of immediately available funds to an account designated by the Company.

If the Warrantholder does not exercise this Warrant in its entirety, the Warrantholder will be entitled to receive from the Company within a reasonable time, and in any event not exceeding three business days, a new warrant in substantially identical form for the purchase of that number of Shares equal to the difference between the number of Shares subject to this Warrant and the number of Shares as to which this Warrant is so exercised.

(b) The right of the Warrantholder to exercise this Warrant shall automatically terminate and become null and void upon the adjournment of the annual or special meeting of the Company at which Shareholder Approval is sought and received.

4. Issuance of Shares; Authorization; Listing. Certificates for Shares issued upon exercise of this Warrant will be issued in such name or names as the Warrantholder may designate and will be delivered to such named Person or Persons within a reasonable time, not to exceed three business days after the date on which this Warrant has been duly exercised in accordance with the terms of this Warrant. The Company hereby represents and warrants that any Shares issued upon the exercise of this Warrant in accordance with the provisions of Section 3 will be duly and validly authorized and issued, fully paid and nonassessable and free from all taxes, liens and charges (other than liens or charges created by the Warrantholder, income and franchise taxes incurred in connection with the exercise of the Warrant or taxes in respect of any transfer occurring contemporaneously therewith). The Company agrees that the Shares so issued will be deemed to have been issued to the Warrantholder as of the close of business on the date on which this Warrant and payment of the Exercise Price are delivered to the Company in accordance with the terms of this Warrant, notwithstanding that the stock transfer books of the Company may then be closed or certificates representing such Shares may not be actually delivered on such date. The Company will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of providing for the exercise of this Warrant, the aggregate number of shares of Common Stock then issuable upon exercise of this Warrant at any time. No later than the Initial Exercise Date, the Company will (A) procure, at its sole expense, the listing of the Shares.
issuable upon exercise of this Warrant at any time, subject to issuance or notice of issuance, on all principal stock exchanges on which the Common Stock is then listed or traded and (B) maintain such listings of such Shares at all times after issuance. The Company will use reasonable best efforts to ensure that the Shares may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the Shares are listed or traded.

5. No Fractional Shares or Scrip. No fractional Shares or scrip representing fractional Shares shall be issued upon any exercise of this Warrant. In lieu of any fractional Share to which the Warrantholder would otherwise be entitled, the Warrantholder shall be entitled to receive a cash payment equal to the applicable fraction of the Market Price of the Common Stock on the last trading day preceding the date of exercise less the applicable fraction of the Exercise Price for such fractional share.

6. No Rights as Stockholders; Transfer Books. This Warrant does not entitle the Warrantholder to any voting rights or other rights as a stockholder of the Company prior to the date of exercise hereof. The Company will at no time close its transfer books against transfer of this Warrant in any manner which interferes with the timely exercise of this Warrant.

7. Charges, Taxes and Expenses. Issuance of certificates for Shares to the Warrantholder upon the exercise of this Warrant shall be made without charge to the Warrantholder for any applicable issue or transfer tax or other incidental expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company.

8. Transfer/Assignment. This Warrant and all rights hereunder are transferable, in whole or in part, upon the books of the Company by the registered holder hereof in person or by duly authorized attorney, and one or more new warrants shall be prepared and delivered by the Company, of the same tenor and date as this Warrant and providing for the right to purchase the same aggregate number of shares of Common Stock as the Warrant is then exercisable for, but each registered in the name of one or more transferees, upon surrender of this Warrant, duly endorsed, to the office or agency of the Company described in Section 3. All expenses (other than stock transfer taxes) and other charges payable in connection with the preparation, execution and delivery of the new warrants pursuant to this Section 8 shall be paid by the Company.

9. Exchange and Registry of Warrant. This Warrant is exchangeable, upon the surrender hereof by the Warrantholder to the Company, for a new warrant or warrants of like tenor and representing the right to purchase the same aggregate number of Shares. The Company shall maintain a registry showing the name and address of the Warrantholder as the registered holder of this Warrant. This Warrant may be surrendered for exchange or exercise in accordance with its terms, at the office of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.
10. **Loss, Theft, Destruction or Mutilation of Warrant.** Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in the case of any such loss, theft or destruction, upon receipt of a bond, indemnity or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company shall make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new warrant of like tenor and representing the right to purchase the same aggregate number of Shares as provided for in such lost, stolen, destroyed or mutilated Warrant.

11. **Saturdays, Sundays, Holidays, etc.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding day that is a business day.

12. **Rule 144 Information.** The Company covenants that it will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Warrantholder, make publicly available such information as necessary to permit sales pursuant to Rule 144 under the Securities Act), and it will use reasonable best efforts to take such further action as any Warrantholder may reasonably request, in each case to the extent required from time to time to enable such holder to, if permitted by the terms of this Warrant and the Exchange Agreement, sell this Warrant without registration under the Securities Act within the limitation of the exemptions provided by (A) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (B) any successor rule or regulation hereafter adopted by the SEC. Upon the written request of any Warrantholder, the Company will deliver to such Warrantholder a written statement that it has complied with such requirements.

13. **Adjustments.**

   (a) The Exercise Rate shall be subject to adjustment from time to time due to a combination (including without limitation a reverse stock split) of Common Stock, in which event the Exercise Rate will be adjusted based on the following formula:

   \[ ER' = ER_0 \times (OS' / OS_0) \]

   where,

   \[ ER_0 \quad \text{the Exercise Rate in effect at the close of business on the Record Date} \]
(b) When No Adjustment Required.

(i) The Exercise Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing or for the repurchase of Common Stock.

(ii) No adjustment of the Exercise Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to the Company’s stockholder rights plan existing on the Signing Date, as amended, modified, or supplemented from time to time, or any newly adopted stockholder rights plans; provided, however, that to the extent that the Company has a stockholder rights plan in effect on the date on which this Warrant is exercised (including the Company’s rights plan, if any, existing on the Signing Date), the Warrantholder shall receive, in addition to the shares of Common Stock, the rights under such rights plan. In the event that the Company proposes to distribute rights under any stockholder rights plan after the Initial Exercise Date, the Company shall give notice to the Warrantholder, in the manner set forth in Section 13(g).

(iii) No adjustment to the Exercise Rate need be made:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in Common Stock under any plan;

(B) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program or assumed by the Company or any of its subsidiaries; or

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(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable, or convertible security outstanding as of the Signing Date.

(iv) No adjustment to the Exercise Rate need be made for a change in the par value of the Common Stock.

(v) No adjustment to the Exercise Rate need be made for the issuance of shares of Common Stock, convertible securities, warrants, or rights to acquire shares of Common Stock (whether or not such rights are issued to employees of the Company) in the transactions described in the Transaction Outline filed as Exhibit 99.2 to the Company’s Current Report on Form 8-K dated February 27, 2009, or for the issuance of the shares of Common Stock pursuant to such convertible securities, warrants or rights.

(c) **Record Date.** For purposes of this Section 13, “**Record Date**” means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(d) **Successive Adjustments.** After an adjustment to the Exercise Rate under this Section 13, any subsequent event requiring an adjustment under this Section 13 shall cause an adjustment to such Exercise Rate as so adjusted.

(e) **Rounding of Calculations; Minimum Adjustments.** All calculations under this Section 13 shall be made to the nearest one-tenthousandth (1/10,000th) of a share (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). Any provision of this Section 13 to the contrary notwithstanding, no adjustment in the Exercise Rate shall be made if the amount of such adjustment would be less than one one-hundredth (1/100th) of a share of Common Stock, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate 1/100th of a share of Common Stock, or more.

(f) **Statement Regarding Adjustments.** Whenever the Exercise Rate shall be adjusted as provided in Section 13(a), the Company shall promptly file at the principal office of the Company a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Rate that shall be in effect after such adjustment, and the Company shall also cause a copy of such statement to be sent, in accordance with the provisions of Section 21, to each Warrantholder at the address appearing in the Company’s records.

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(g) Notice of Adjustment Event. In the event that the Company shall propose to take any action of the type described in Section 13(a) above or any action of the type described in Section 8(a) of the certificate of designations of the Series M Securities (the “Series M Certificate of Designations”) (but only if the action of the type described in Section 13(a) above or Section 8(a) of the Series M Certificate of Designations would result in an adjustment in the Exercise Rate or the Conversion Rate, respectively), the Company shall give notice to the Warrantholder, in the manner set forth in the Section 13(g), which notice shall specify the Record Date, if any, with respect to any such action and the approximate date on which such action is to take place. If the proposed action is of the type described in Section 13(a) above, such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Exercise Rate and the number of shares which shall be deliverable upon exercise of this Warrant. In the case of any action which would require the fixing of a Record Date, such notice shall be given at least 10 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 15 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

(h) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to Section 13(a), the Company shall take any action which may be necessary, including obtaining regulatory, New York Stock Exchange, NASDAQ Stock Market or other applicable national securities exchange or stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all shares of Common Stock that the Warrantholder is entitled to receive upon exercise of this Warrant pursuant to Section 13(a).


(a) Reorganization Events. In the event of:

(i) any consolidation or merger of the Company with or into another person (other than a merger or consolidation in which the Company is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities other property of the Company or another corporation);

(ii) any sale, transfer, lease or conveyance to another person of all or substantially all the property and assets of the Company; or
(iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or any binding share exchange which reclassifies or changes its outstanding Common Stock;

each of which is referred to as a “Reorganization Event,” the Warrantholder’s right to receive Shares upon exercise of this Warrant, without the consent of the Warrantholder, shall be converted into the right to exercise this Warrant to acquire the kind and amount of securities, cash and other property (the “Exchange Property”) which the Common Stock issuable (at the time of such Reorganization Event) upon exercise of this Warrant immediately prior to such Reorganization Event would have been entitled to receive upon consummation of such Reorganization Event (without any interest thereon), where the holder of such Common Stock issuable upon such Reorganization Event were not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Company and non-Affiliates; provided that if the kind or amount of Exchange Property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person other than a Constituent Person or an Affiliate thereof, then for the purpose of this Section 14(a), the Exchange Property receivable upon such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election). If the date this Warrant is exercised follows a Reorganization Event, the Exercise Rate then in effect will be applied to the value on such date of such Exchange Property received per share of Common Stock, as determined in accordance with this Section 14.

(b) Successive Reorganization Events. The above provisions of this Section 14 shall similarly apply to successive Reorganization Events and the provisions of Section 13 shall apply to any shares of capital stock of the Company (or any successor) received by the holders of the Common Stock in any such Reorganization Event.

(c) Reorganization Event Notice. The Company (or any successor) shall, within 20 days of the occurrence of any Reorganization Event, provide written notice to the Warrantholder of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 14.

15. Exchange. At any time following the date on which the shares of Common Stock of the Company are no longer listed or admitted to trading on a national securities exchange (other than in connection with any Reorganization Event), the Original Warrantholder may cause the Company to exchange all or a

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portion of this Warrant for an economic interest (to be determined by the Original Warrantholder after consultation with the Company) of the Company classified as permanent equity under U.S. GAAP having a value equal to the Fair Market Value of the portion of the Warrant so exchanged. The Original Warrantholder shall calculate any Fair Market Value required to be calculated pursuant to this Section 15, which shall not be subject to the Appraisal Procedure.

16. No Impairment. The Company will not, by amendment of its Charter or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholder.

17. Governing Law. This Warrant will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the Company and the Warrantholder agrees (a) to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Columbia for any civil action, suit or proceeding arising out of or relating to this Warrant or the transactions contemplated hereby, and (b) that notice may be served upon the Company at the address in Section 21 below and upon the Warrantholder at the address for the Warrantholder set forth in the registry maintained by the Company pursuant to Section 9 hereof. To the extent permitted by applicable law, each of the Company and the Warrantholder hereby unconditionally waives trial by jury in any civil legal action or proceeding relating to the Warrant or the transactions contemplated hereby or thereby.

18. Binding Effect. This Warrant shall be binding upon any successors or assigns of the Company.

19. Amendments. This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Company and the Warrantholder.

20. Prohibited Actions. The Company agrees that it will not take any action which would entitle the Warrantholder to an adjustment of the Exercise Rate if the total number of shares of Common Stock issuable after such action upon exercise of this Warrant, together with all shares of Common Stock then

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To be revised for each Investor as applicable.

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outstanding and all shares of Common Stock then issuable upon the exercise of all outstanding options, warrants, conversion and other rights, would exceed the total number of shares of Common Stock then authorized by its Charter. For the avoidance of doubt, none of the transactions described in the Transaction Outline filed as Exhibit 99.2 to the Company’s Current Report on Form 8-K dated February 27, 2009 are prohibited by this Section 20.

21. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile or e-mail, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered to the parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to the Company:
Citigroup Inc.
399 Park Avenue
New York, NY 10022
Attention: Michael S. Helfer, Esq.
   General Counsel
Telephone: (212) 559-5152
Facsimile: (212) 793-5300
Citigroup Inc.
399 Park Avenue
New York, NY 10022
Attention: Andrew Felner, Esq.
   Deputy General Counsel
Telephone: (212) 559-7050
Facsimile: (212) 559-7057

With copies to:
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: George R. Bason, Jr.
   Louis L. Goldberg
   Michael Davis
Telephone: (212) 450-4000
Facsimile: (212) 450-3800

and
22. Entire Agreement. This Warrant and the forms attached hereto (the terms of which are incorporated by reference herein) contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto.

[Remainder of page intentionally left blank]

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TO: Citigroup Inc.

RE: Election to Purchase Common Stock

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to subscribe for and purchase the number of shares of the Common Stock set forth below covered by such Warrant. The undersigned, in accordance with Section 3 of the Warrant, hereby agrees to pay the aggregate Exercise Price for such shares of Common Stock in the manner set forth below. A new warrant evidencing the remaining shares of Common Stock covered by such Warrant, but not yet subscribed for and purchased, if any, should be issued in the name set forth below.

Number of Shares of Common Stock

Method of Payment of Exercise Price (note if cashless exercise pursuant to Section 3(a)(i) of the Warrant or cash exercise pursuant to Section 3(a)(ii) of the Warrant with consent of the Company and the Warrantholder)

Aggregate Exercise Price:

Holder: __________________________
By: __________________________
Name: __________________________
Title: __________________________

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IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by a duly authorized officer.

Dated: __________

CITIGROUP INC.

By: ____________________________
Name: 
Title: 

Attest:

By: ____________________________
Name: 
Title: 

[Signature Page to Warrant]

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FORM OF REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated , 2009 (this “Agreement”), between Citigroup Inc., Delaware corporation (the “Company”), and Government of Singapore Investment Corporation Pte Ltd, a private limited company organized under the laws of the Republic of Singapore (the “Investor”).

RECITALS

A. The Exchange Agreement. The Company and the Investor are parties to an Exchange Agreement, dated March [ ], 2009 (the “Exchange Agreement”), pursuant to which the Investor is exchanging the Exchange Preferred Shares (defined below) for the Exchange Interim Securities (defined below) and will also receive the Warrant (as defined in the Exchange Agreement). The Exchange Agreement contains restrictions on transfer of the Registrable Securities (defined below).

B. Registration Rights. In connection with the consummation of the transactions contemplated by the Exchange Agreement, the parties desire to enter into this Agreement in order to grant certain registration rights to the Investor as set forth below.

NOW, THEREFORE, in consideration of the premises and of the representation, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1
GENERAL

Section 1.01, Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

“Agreement” has the meaning set forth in the Preamble.

“Common Stock” means shares of common stock, $0.01 par value per share, of the Company.

“Company” has the meaning set forth in the Preamble.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

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“Exchange Agreement” has the meaning set forth in Recital A.

“Exchange Interim Securities” has the meaning set forth in the Exchange Agreement.

“Exchange Preferred Shares” has the meaning set forth in the Exchange Agreement.

“Holder” means the Investor and any other holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 2.08 hereof.

“Holders’ Counsel” means one counsel for the selling Holders chosen by Holders holding a majority interest in the Registrable Securities being registered.

“Indemnitee” has the meaning set forth in Section 2.07(a).

“Investor” has the meaning set forth in the Preamble.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, business trust, joint stock company, trust or unincorporated organization or any government or any agency or political subdivision thereof.

“Register,” “registered,” and “registration” shall refer to a registration effected by preparing and (a) filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of effectiveness of such registration statement or (b) filing a prospectus and/or prospectus supplement in respect of an appropriate effective registration statement on Form S-3.

“Registrable Securities” means each of the following: (a) the Exchange Interim Securities and (b) the Shares. As to any particular Registrable Securities, once issued, such securities will not be Registrable Securities when (i) they are sold pursuant to an effective registration statement under the Securities Act, (ii) they may be sold pursuant to Rule 144 without limitation thereunder on volume or manner of sale, (iii) they shall have ceased to be outstanding or (iv) they have been sold in a private transaction in which the transferor’s rights under this Agreement are not assigned to the transferee of the securities. No Registrable Securities may be registered under more than one registration statement at any one time.

“Registration Expenses” mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, the

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reasonable fees and disbursements of Holders’ Counsel, and expenses of the Company’s independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, but shall not include Selling Expenses and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

“Rule 144”, “Rule 159A”, “Rule 405” and “Rule 415” mean, in each case, such rule promulgated under the Securities Act (or any successor provision), as the same shall be amended from time to time.

“SEC” or “Commission” means the Securities and Exchange Commission and any successor agency.

“Scheduled Black-out Period” means the period from and including the last day of a fiscal quarter of the Company to and including the business day after the day on which the Company publicly releases its earnings for such fiscal quarter.

“Securities Act” means the Securities Act of 1933, as amended, or similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

“Selling Expenses” mean all discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of counsel included in Registration Expenses).

“Shares” mean [42,745,754] shares of Common Stock currently owned by the Investor and any shares of Common Stock issued or issuable by the Company upon (i) conversion of the Exchange Interim Securities and (ii) exercise of the Warrant.

“Shelf Registration Statement” has the meaning set forth in Section 2.01(b).

ARTICLE 2
REGISTRATION

Section 2.01. Registration.

(a) Subject to the conditions of this Section 2.01 and the terms and conditions of the Exchange Agreement, the Company covenants and agrees that no later than the Closing (as such term is defined in the Exchange Agreement) the Company shall have prepared and filed with the Commission a Shelf Registration
Statement (as defined below) covering any Registrable Securities (or otherwise designate an existing Shelf Registration Statement filed with the Commission to cover the Registrable Securities), and, to the extent the Shelf Registration Statement has not theretofore been declared effective or is not automatically effective upon such filing, the Company shall use commercially reasonable efforts to cause such Shelf Registration Statement to be declared or become effective and to keep such Shelf Registration Statement continuously effective and in compliance with the Securities Act and usable for resale of such Registrable Securities for a period from the date of its initial effectiveness until such time as there are no Registrable Securities remaining.

(b) Any registration pursuant to this Section 2.01 shall be effected by means of a shelf registration under the Securities Act (a "Shelf Registration Statement") in accordance with the methods and distribution set forth in the Shelf Registration Statement and Rule 415. If a Holder intends to distribute any Registrable Securities by means of an underwritten offering, (i) it shall so advise the Company, (ii) Holders holding a majority interest in the Registrable Securities electing to participate in such underwritten offering shall have the right to appoint a bookrunner reasonably acceptable to the Company, and (iii) Citigroup Global Markets Inc. or another affiliate of the Company shall have the right to act as either joint bookrunner and global coordinator with the bookrunner appointed by Holders holding a majority interest in the Registrable Securities electing to participate in such underwritten offering, or in the event that Holders holding a majority interest in the Registrable Securities electing to participate in such underwritten offering decline their option to appoint a bookrunner, sole bookrunner and global coordinator or joint book bookrunner and global coordinator with one other bookrunner.

(c) The Company shall not be required to effect a registration (including a resale of Registrable Securities from an effective Shelf Registration Statement) pursuant to this Section 2.01: (i) with respect to any Registrable Securities that cannot be sold under a registration statement as a result of the transfer restrictions set forth in the Exchange Agreement; (ii) with respect to securities that are not Registrable Securities; (iii) during the period starting with the date thirty (30) days prior to the Company’s good faith estimate of the date of filing of, and ending on a date ninety (90) days after the effective date of, a Company initiated registration of equity securities or securities convertible into or exchangeable for equity securities; provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective; (iv) during any Scheduled Black-out Period; or (v) if the Company has notified the Investor that in the good faith judgment of the Company, it would be materially detrimental to the Company or its securityholders for such registration to be effected at such time, in which event the Company shall have the right to defer such registration for a period of not more than ninety (90) days after receipt of the request of the Investor; provided that such right to delay a registration shall

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be exercised by the Company (A) only if the Company has generally exercised (or is concurrently exercising) similar black-out rights against holders of similar securities that have registration rights and (B) for not more than two periods in any twelve (12) month period and not more than ninety (90) days in the aggregate in any twelve (12) month period.

Section 2.02. Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance hereunder shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered pro rata on the basis of the aggregate offering or sale price of the securities so registered.

Section 2.03. Obligations of the Company. Whenever required to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably practicable:

(a) Prepare and file with the SEC a prospectus supplement with respect to a proposed offering of Registrable Securities pursuant to an effective registration statement and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, subject to Section 2.01(c), keep such registration statement effective or such prospectus supplement current, until the termination of the period contemplated in Section 2.05.

(b) Prepare and file with the SEC such amendments and supplements to the applicable registration statement and the prospectus or prospectus supplement used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in paragraph (a) above.

(c) Furnish to the Holders and any underwriters such number of copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits) and of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned or to be distributed by them.

(d) Use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders or any managing underwriter(s), to keep such registration or qualification in effect for so long as such registration statement remains in effect, and to take other action which may be reasonably necessary to enable such seller to consummate the disposition in such jurisdictions of the securities owned by such

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Holder; provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business in or to file a general consent to service of process any such states or jurisdictions.

(e) Notify each Holder of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the applicable prospectus, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

(f) Give written notice to the Holders:

   (i) when any registration statement filed pursuant to Section 2.01 or any amendment thereto has been filed with the SEC and when such registration statement or any post-effective amendment thereto has become effective;

   (ii) of any request by the SEC for amendments or supplements to any registration statement or the prospectus included therein or for additional information;

   (iii) of the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose;

   (iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Common Stock for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

   (v) of the happening of any event that requires the Company to make changes in any effective registration statement or the prospectus related to the registration statement in order to make the statements therein not misleading (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made).

(g) Use its commercially reasonable efforts to prevent the issuance or obtain the withdrawal of any order suspending the effectiveness of any registration statement referred to in Section 2.03(f)(iii) at the earliest practicable time.

(h) Upon the occurrence of any event contemplated by Section 2.03(f)(v), promptly prepare a post-effective amendment to such registration
statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders and any underwriters, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with Section 2.03(f)(v) to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Holders and any underwriters shall suspend use of such prospectus and use their commercially reasonable efforts to return to the Company all copies of such prospectus (at the Company’s expense) other than permanent file copies then in such Holder’s or underwriter’s possession.

(i) Use commercially reasonable efforts to procure the cooperation of the Company’s transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or any managing underwriter(s).

(j) Use its commercially reasonable efforts to take such actions as are under its control to remain a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period when such registration statement remains in effect.

(k) Enter into an underwriting agreement in form, scope and substance as is customarily entered into by the Company in underwritten offerings in which an affiliate of the Company acts as an underwriter and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith or by the managing underwriter(s), if any, to expedite or facilitate the underwritten disposition of such Registrable Securities, and in connection therewith in any underwritten offering, (i) make such representations and warranties to the Holders that are selling stockholders and the managing underwriter(s), if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by the Company in underwritten offerings in which an affiliate of the Company acts as an underwriter, and, if true, confirm the same if and when requested, (ii) use its commercially reasonable efforts to furnish underwriters opinions of counsel to the Company, addressed to the managing underwriter(s), if any, covering the matters customarily covered in the opinions requested in underwritten offerings by the Company in which an affiliate of the Company acts as underwriter, (iii) use its commercially reasonable efforts to obtain “cold comfort” letters from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any business acquired by the

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Company for which financial statements and financial data are included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each of the managing underwriter(s), if any, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings by the Company in which an affiliate of the Company acts as an underwriter, (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures customary in underwritten offerings by the Company in which an affiliate of the Company acts as an underwriter, and (v) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith, their counsel and the managing underwriter(s), if any, to evidence the continued validity of the representations and warranties made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company. Notwithstanding anything contained herein to the contrary, the Company shall not be required to enter into any underwriting agreement or permit any underwritten offering absent an agreement by the applicable underwriter(s) to indemnify the Company in form, scope and substance as is customary in underwritten offerings by the Company in which an affiliate of the Company acts as an underwriter.

(l) Make available for inspection by a representative of Holders that are selling stockholders, the managing underwriter(s), if any, and any attorneys or accountants retained by such Holders or managing underwriter(s), at the offices where normally kept, during reasonable business hours, financial and other records, pertinent corporate documents and properties of the Company, and cause the officers, directors and employees of the Company to supply all information in each case reasonably requested by any such representative, managing underwriter(s), attorney or accountant in connection with such Registration Statement; provided, that this clause (l) shall only be applicable to a representative of Holders that are selling stockholders and any attorneys or accountants retained by such Holders if such Holder is named in the applicable prospectus supplement as a person who may be deemed to be an underwriter with respect to an offering and sale of Registrable Securities.

Section 2.04. Suspension of Sales. During any Scheduled Black-out Period and upon receipt of written notice from the Company that a registration statement, prospectus or prospectus supplement contains or may contain an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that circumstances exist that make inadvisable use of such registration statement, prospectus or prospectus supplement, the Investor and each Holder of Registrable Securities shall forthwith discontinue disposition of Registrable Securities under such registration statement, prospectus, or prospectus supplement until

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termination of such Scheduled Black-out Period or until the Investor and/or Holder has received copies of a supplemented or amended prospectus or prospectus supplement, or until such Holder is advised in writing by the Company that the use of the prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, such Holder shall deliver to the Company (at the Company’s expense) all copies, other than permanent file copies then in such Holder’s possession, of the prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. The total number of days that any such suspension may be in effect in any 180 day period shall not exceed 45 days.

Section 2.05. Termination of Registration Rights. The registration rights granted under this Article II shall terminate with respect to any securities as to which registration rights are granted hereunder and be of no further force and effect with respect to such securities at the time when such securities first cease to be Registrable Securities.

Section 2.06. Delay of Registration; Furnishing Information.

(a) Neither the Investor nor Holder shall have any right to obtain or seek any an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Article 2.

(b) Neither the Investor nor any Holder shall use any free writing prospectus (as defined in Rule 405) in connection with the sale of Registrable Securities without the prior written consent of the Company.

(c) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.03 that the selling Investor and/or Holders and the underwriters, if any, shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registered offering of their Registrable Securities.

Section 2.07. Indemnification.

(a) The Company agrees to indemnify each Holder and, if a Holder is a person other than an individual, such Holder’s officers, directors, employees, agents, representatives and Affiliates, and each Person, if any, that controls a Holder within the meaning of the Securities Act (each, an “Indemnitee”), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including without limitation reasonable fees, expenses and disbursements of attorneys and other professionals), joint or several, arising out of or based upon any untrue statement of material fact contained in any registration statement,
including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or contained in any free writing prospectus (as such term is defined in Rule 405) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto); or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Company shall not be liable to such Indemnitee in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon (i) an untrue statement or omission made in such registration statement, including any such preliminary prospectus or final prospectus contained therein or any such amendments or supplements thereto or contained in free any writing prospectus (as such term is defined in Rule 405) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto), in reliance upon and in conformity with information regarding such Indemnitee or its plan of distribution or ownership interests which was furnished in writing to the Company for use in connection with such registration statement, including any such preliminary prospectus or final prospectus contained therein or any such amendments or supplements thereto, or (ii) offers or sales effected by or on behalf such Indemnitee “by means of” (as defined in Rule 159A) a “free writing prospectus” (as defined in Rule 405) that was not authorized in writing by the Company.

(b) If the indemnification provided for in Section 2.07(a) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Company, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or by the Indemnitee and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section 2.07(b) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 2.07(a). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company if the Company was not guilty of such fraudulent misrepresentation.

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Section 2.08. Assignment of Registration Rights; Transfer of Registrable Securities. (a) The rights of the Investor or a Holder to registration of Registrable Securities pursuant to Article II of this Agreement may be assigned by the Investor or a Holder to a transferee or assignee of Registrable Securities or the Warrant to which (i) there is transferred to such transferee no less than 100,000,000 shares of Common Stock that are Registrable Securities or a certain number of securities convertible, exchangeable or exercisable into 100,000,000 shares of Common Stock that are Registrable Securities, (ii) such transferee is an affiliate, subsidiary or parent company, family member or family trust for the benefit of a party hereto, or (iii) such transferee or transferees are partners of a Holder, who agree to act through a single representative; provided, however, (A) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the number and type of Registrable Securities that are subject to such assignment and (B) such transferee acquired such securities in a transaction that complied with the Exchange Agreement and shall agree to be subject to all applicable restrictions set forth in the Exchange Agreement and this Agreement.

(b) The Investor agrees that in connection with any transfer of Registrable Securities (other than pursuant to Rule 144 or an effective registration statement under the Securities Act), the transferred securities shall be appropriately legended to include customary Securities Act restrictive legends or, if such transferred securities are not in certificated form, appropriate “stop transfer” instructions shall be placed on such transferred securities. For the avoidance of doubt, this provision shall not apply to any Exchange Interim Securities or Shares that are not at the time of such transfer Registrable Securities.

Section 2.09. Market Stand-off Agreement; Agreement to Furnish Information. The Investor and each Holder hereby agree:

(a) that the Investor and/or Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any common equity or equity-related securities of the Company held by the Investor or Holder (other than those included in the registration) for a period specified by the representatives of the underwriters of the common equity or equity-related securities not to exceed ten (10) days prior and ninety (90) days following any registered sale by the Company in which the Company gave the Investor an opportunity to participate; provided, that all executive officers and directors of the Company enter into similar agreements and only if such Persons remain subject thereto (and are not released from such agreement) for such period;

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(b) to execute and deliver such other agreements as may be reasonably requested by the Company or the representatives of the underwriters which are consistent with the foregoing or which are necessary to give further effect thereto; and

(c) if requested by the Company or the representative of the underwriters of Common Stock (or other securities of the Company), each Investor and Holder shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act in which the Investor and/or Holder participates;

provided, that clauses (a) and (b) of this Section 2.09 shall not apply to any Investor or Holder or that, together with its affiliates, is the beneficial owner of less than 5% of the outstanding Common Stock.

Section 2.10. Rule 144 Reporting. With a view to making available to the Investor and Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144(c)(1) or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of this Agreement;

(b) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) so long as the Investor or a Holder owns any Registrable Securities, furnish to the Investor or such Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act, and of the Exchange Act; a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as the Investor or Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

ARTICLE 3
MISCELLANEOUS

Section 3.01. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties

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(including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 3.02. Governing Law; Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

This Agreement is subject to the provisions of the Exchange Agreement regarding litigation and jurisdiction.

Section 3.03. Counterparts and Facsimile. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts (including facsimile counterparts), each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile and such facsimiles will be deemed as sufficient as if actual signature pages had been delivered.

Section 3.04. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 3.05. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) If to the Investor:
   Government of Singapore Investment Corporation
   Pte Ltd
   #37-01 Capital Tower
   168 Robinson Road
   Singapore 068912
   Attention: Managing Director and President, GAM
   Telephone: (65) 6889 8308
   Facsimile: (65) 6889 8370

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and

Attention: General Counsel
Telephone: (65) 6889 8338
Facsimile: (65) 6889 8392

with a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Susan D. Lewis
Prabhat K. Mehta
Telephone: (212) 839-5300
Facsimile: (212) 839-5599

(b) If to the Company:

Citigroup Inc.
399 Park Avenue
New York, New York 10043
Attention: Deputy General Counsel
Telephone: (212) 559-7057
Facsimile: (212) 559-7057

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: George R. Bason, Jr.
Louis L. Goldberg
Michael Davis
Facsimile: (212) 450-3800

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Attention: Jeffrey D. Karpf

Section 3.06. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders of a majority of the Registrable Securities then outstanding. Any amendment or
waiver effected in accordance with this Section 3.06 shall be binding upon each Holder of any Registrable Securities then outstanding, each future Holder of all such Registrable Securities, and the Company.

Section 3.07. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 3.08. Aggregation of Securities. All Registrable Securities held or acquired by any wholly-owned subsidiary or parent of, or any corporation or entity that is controlling, controlled by, or under common control with, the Investor shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 3.09. Entire Agreement, Etc. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

CITIGROUP INC.

By:  
Name:  
Title:  

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STOCKHOLDER PROPOSALS

The Stockholder Proposals will be seeking the approval of the Company’s stockholders to:

1. increase the number of authorized shares of Common Stock from 15 billion to a number of shares to be determined by the Board of Directors prior to filing a definitive proxy statement;

2. (i) effect a reverse stock split of Common Stock at any time prior to June 30, 2010 at one of the following reverse split ratios, 1-for-2, 1-for-5, 1-for-10, 1-for-15, 1-for-20, 1-for-25 or 1-for-30, or such other ratio as selected by the Board of Directors in its sole discretion and (ii) if and when the reverse stock split is effected, reduce the number of authorized shares of Common Stock; and

3. eliminate the rights of holders of Common Stock to vote on amendments to the Charter or any certificates of designation relating solely to one or more outstanding series of the Company’s preferred stock.

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**ADDITIONAL STOCKHOLDER PROPOSALS**

The additional stockholder proposals will be seeking the approval to amend the Certificate of Designation of each series of the Company’s preferred stock described below and the Charter:

1. to eliminate any rights of such preferred stock to receive preferred dividends before any junior securities;
2. to eliminate any rights of such preferred stock to receive dividends proportionately with all other series of stock that ranks equally with such series of preferred stock (in the event that dividends have not been paid on such series of preferred stock);
3. to eliminate any rights of such preferred stock to elect two directors to the Board of Directors in the event that the Company does not pay dividends on such series of preferred stock for six quarters (this amendment would be contingent upon delisting of the applicable series of preferred stock);
4. to increase the number of authorized shares of preferred stock from 30 million to 2 billion; and
5. to eliminate any rights of Common Stock to vote on any amendment to any certificate of designation for such preferred stock.

The applicable preferred stock are the Company’s 8.500% Non-Cumulative Preferred Stock, Series F, 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E, 8.125% Non-Cumulative Preferred Stock, Series AA and 6.500% Non-Cumulative Convertible Preferred Stock, Series T.
EXCHANGE AGREEMENT

dated March 18, 2009

between

CITIGROUP INC.

and

CAPITAL RESEARCH GLOBAL INVESTORS
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EXCHANGE AGREEMENT (this “Agreement”), dated March 18, 2009, between Citigroup Inc., a Delaware corporation (the “Company”), and Capital Research Global Investors (the “Investor”), division of Capital Research and Management Company, a Delaware Corporation, on behalf of the entities listed on Annex A.

Recitals:

WHEREAS, the Investor is the beneficial owner of Depositary Shares, each Depositary Share representing 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series D1 of the Company, with an aggregate liquidation preference of $750,000,000 (the “Investor Preferred Stock”);

WHEREAS, the Company desires to issue and deliver an aggregate of 230.7692 shares (the “Exchange Interim Securities”) of a new series of its stock, created from the Company’s blank check preferred stock authority, designated as “Series M Common Stock Equivalent” (the “Series M Interim Stock”), and a warrant to purchase the number of shares of the Company’s common stock, par value $0.01 per share (“Common Stock”), calculated in accordance with Section 1.01 to the entities set forth on Annex A as described in Annex A in exchange for such entities’ shares of Investor Preferred Stock (the “Exchange Preferred Shares”), on the terms and subject to the conditions set forth herein (the “Exchange”);

WHEREAS, the parties intend for the Exchange to qualify as a “reorganization” described in Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended (the “Code”); and

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1
SHARE EXCHANGE; CLOSING

Section 1.01. Share Exchange. On the terms and subject to the conditions set forth in this Agreement, (a) the Company agrees to issue and deliver to the Investor the Exchange Interim Securities and a warrant (the “Warrant”) to purchase the number of shares of Common Stock equal to (A) the number of Exchange Interim Securities multiplied by (B) the quotient of (x) 790,000,000 and (y) the sum of (1) the shares of Series M Interim Stock issued to the Investor and the additional holders of preferred stock of the Company (the “Preferred Stock”) pursuant to the Exchange and the other private exchange offers (other than the
UST Exchanges) as contemplated by the Transaction Outline (the “Transaction Outline”) dated as of February 27, 2009 as agreed upon with the UST (as defined below), the Investor and certain holders of the Company’s preferred stock (the “Private Exchanges”) and attached as Annex B, (2) the shares of Series M Interim Stock issued to the United States Department of the Treasury (the “UST”) pursuant to the private exchange offer (the “First UST Exchange”) with the UST previous to, or concurrent with, the issuances contemplated by (1) as contemplated by the Transaction Outline, and (3) the shares of Series M Interim Stock to be issued to the UST pursuant to subsequent exchanges (each, a “Subsequent UST Exchange” and, together with the First UST Exchange, the “UST Exchanges”) upon consummation of the public exchange offers to be made by the Company for its preferred securities, trust preferred securities and enhanced trust preferred securities as contemplated by the Transaction Outline (it being agreed by the Company and acknowledged by the Investor that pursuant to the terms of the Warrant, the number of shares of Common Stock subject to any such warrant will be automatically reduced at the time of the closing of any Subsequent UST Exchange to reflect the issuance of any Series M Interim Stock at such time to the UST, in accordance with the foregoing formula), and (b) in exchange therefor, at the Closing, the Investor shall deliver to the Company the Exchange Preferred Shares duly endorsed or accompanied by stock powers duly endorsed in blank.

Section 1.02. Closing. (a) The closing of the Exchange (the “Closing”) will take place at the offices of Davis Polk & Wardwell, New York, New York 10017, at 9:00 a.m., New York time, as soon as practicable, but in any event no later than the second business day after the day on which all conditions set forth in Sections 1.02(c), 1.02(d) and 1.02(e) are satisfied or waived (other than those conditions that by their terms must be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions) or at such other place, time and date as agreed by the parties. The time and date on which the Closing occurs is referred to in this Agreement as the “Closing Date”.

(b) Subject to the fulfillment or waiver of the conditions to the Closing in this Section 1.02, at the Closing (i) the Company will deliver to the Investor certificates in proper form evidencing the Exchange Interim Securities (in the form attached as Annex C hereto) and the Warrant (in the form attached as Annex E hereto) registered in the name of Investor or its designee(s) and (ii) the Investor will deliver to the Company certificates in proper form evidencing the Exchange Preferred Shares, and/or depository receipts representing indirect beneficial interest in the Exchange Preferred Shares, duly endorsed and accompanied by stock powers endorsed in blank.
(c) The respective obligations of each of the Investor and the Company to consummate the Exchange are subject to the fulfillment (or waiver by the Investor and the Company, as applicable) at or prior to the Closing of each of the following conditions:

(i) no law or Governmental Order shall have been enacted, entered, promulgated or enforced by any United States (whether state, federal or local) or other governmental, regulatory, arbitral or judicial authority of competent jurisdiction (collectively, “Governmental Entities”) that prohibits or makes illegal the consummation of the Exchange or, in the case of the Investor, would result in the Exchange having a material adverse effect on the Investor; provided, however, that each of the parties shall use reasonable best efforts to prevent the application of any law or the entry of any such Governmental Order and to cause any such law or Governmental Order to be vacated or otherwise rendered of no effect;

(ii) the Company shall have provided notice to the stockholders of the Company that the Company will issue the Exchange Interim Securities, the shares of Common Stock issuable upon conversion of the Exchange Interim Securities (the “Exchange Common Shares”), the shares of Common Stock issuable upon exercise of the Warrant (the “Warrant Shares”) and the Warrant, without obtaining stockholder approval (other than approval of the Stockholder Proposals (as defined below)) as required by, and in compliance with, the NYSE Listed Company Manual and the ten day notice period set forth in Para. 312.05 of the NYSE Listed Company Manual shall have passed after such notice has been provided; and

(iii) the First UST Exchange shall have been consummated prior to or concurrently with the Closing and the aggregate liquidation preference of the Company’s Fixed Rate Cumulative Perpetual Preferred Stock, Series H being so exchanged shall be equal to at least $11.5 billion.

(d) The obligation of the Company to consummate the Exchange is also subject to the fulfillment (or waiver by the Company) at or prior to the Closing of each of the following conditions: (i) the representations and warranties of the Investor set forth in Section 2.03 of this Agreement shall be true and correct in all respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all aspects as of such other date), except to the extent that the failure of such representations and warranties to be so true and correct (without giving effect to any qualifiers or exceptions relating to materiality or Investor Material Adverse Effect (as defined below)), individually or in the aggregate, does not have and would not reasonably be likely to have an Investor Material Adverse Effect (as defined below) and (ii) the Investor shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.
(e) The obligation of the Investor to consummate the Exchange is also subject to the fulfillment (or waiver by the Investor) at or prior to the Closing of each of the following conditions:

(i) the other Private Exchanges shall have been consummated prior to or shall be consummated concurrently with the Closing with respect to preferred shares that, together with the Investor Preferred Shares, have an aggregate liquidation preference of at least $11.5 billion;

(ii) (A) the representations and warranties of the Company set forth in Section 2.02 of this Agreement shall be true and correct in all respects as though made on and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all respects as of such other date), except to the extent that the failure of such representations and warranties to be so true and correct (without giving effect to any qualifiers or exceptions relating to materiality or Company Material Adverse Effect), individually or in the aggregate, does not have and would not reasonably be likely to have a Company Material Adverse Effect and (B) the Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(iii) the Investor shall have received a certificate signed on behalf of the Company by a senior executive officer certifying to the effect that the conditions set forth in Sections 1.02(c)(iii), 1.02(e)(i) and 1.02(e)(ii) have been satisfied;

(iv) the Company shall have duly adopted and filed with the Secretary of State of the State of Delaware the amendment to its certificate of incorporation ("Charter") in substantially the form attached hereto as Annex C (the "Certificate of Designations") and such filing shall have been accepted;

(v) the Company shall have delivered to the Investor a written opinion from outside counsel to the Company, addressed to the Investor and dated as of the Closing Date, in substantially the form attached hereto as Annex D;

(vi) the Company shall have delivered certificates in substantially the same form evidencing the Exchange Interim Securities as attached to the Certificate of Designations to Investor or its designee(s); and
(vii) the Company shall have duly executed the Warrant in substantially the form attached hereto as Annex E and delivered such executed Warrant to the Investor or its designee(s).

Section 1.03. Interpretation. When a reference is made in this Agreement to “Recitals,” “Articles,” “Sections” or “Annexes” such reference shall be to a Recital, Article or Section of, or Annex to, this Agreement, unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to “herein”, “hereof”, “hereunder” and the like refer to this Agreement as a whole and not to any particular section or provision, unless the context requires otherwise. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References to a “business day” shall mean any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.01. Disclosure. (a) “Company Material Adverse Effect” means a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of the Company and its subsidiaries taken as a whole; provided, however, that Company Material Adverse Effect shall not be deemed to include the effects of (A) any facts, circumstances, events, changes, or occurrences generally affecting businesses and industries in which the Company operates, companies engaged in such businesses or industries or the economy, or the financial or securities markets and credit markets in the United States or elsewhere in the world, including effects on such businesses, industries, economy or markets resulting from any regulatory or political conditions or developments, or any outbreak or escalation of hostilities, declared or undeclared acts of war or
terrorism, (B) changes or proposed changes in generally accepted accounting principles in the United States ("GAAP") or regulatory accounting requirements applicable to depositary institutions and their holding companies generally (or authoritative interpretations thereof), (C) changes or proposed changes in banking and other laws of general applicability or related policies or interpretations of Governmental Entities (in the case of each of clause (A), (B) and (C), other than facts, circumstances, events, changes, effects or occurrences that arise after the date of this Agreement but before the Closing to the extent that such facts, circumstances, events, changes, effects or occurrences have a disproportionately adverse effect on the Company and its subsidiaries relative to other companies), or (D) changes in the market price or trading volume of the Common Stock or any other equity, equity-related or debt securities of the Company or its Affiliates that are publicly traded (it being understood and agreed that the exception set forth in this clause (D) does not apply to the underlying reason giving rise to or contributing to any such change); or (ii) the ability of the Company to timely consummate the Exchange and the other transactions contemplated by the Transaction Documents (as defined below).

(b) "Previously Disclosed" means information set forth or incorporated in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2008 of the Company filed with the Securities and Exchange Commission (the "SEC") prior to the date hereof (the "Signing Date") or in its other reports and forms filed with or furnished to the SEC under Sections 13(a), 14(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") on or after December 31, 2008 and prior to the Signing Date.

(c) Each party acknowledges that such party is not relying upon any representation or warranty not set forth in this Agreement, the Transaction Outline and all other documents, agreements and instruments executed and delivered in connection herewith and therewith, including the Certificate of Designations (collectively, the "Transaction Documents"), in each case, as amended, modified or supplemented from time to time in accordance with their respective terms. The Investor acknowledges that the Investor has conducted a review and analysis of the business, assets, condition, operations and prospects of the Company and its subsidiaries that the Investor, together with the representations and warranties of the Company set forth in the Transaction Documents, considers sufficient for purposes of the Exchange.

Section 2.02. Representations and Warranties of the Company. Except as Previously Disclosed, the Company represents and warrants to the Investor that as of the Signing Date and as of the Closing Date (or such other date specified herein):

(a) Organization, Authority and Significant Subsidiaries. The Company has been duly incorporated and is validly existing and in good standing under the
laws of the State of Delaware, with the necessary power and authority to own its properties and conduct its business in all material respects as currently conducted, and except as has not, individually or in the aggregate, had and would not reasonably be expected to have a Company Material Adverse Effect, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification. Each subsidiary of the Company that is a “significant subsidiary” within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act of 1933 (the “Securities Act”) (individually a “Significant Subsidiary” and collectively, the “Significant Subsidiaries”) has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. The Company’s principal bank subsidiary is duly organized and validly existing as a national banking association and its deposit accounts are insured up to applicable limits by the Federal Deposit Insurance Corporation (“FDIC”).

(b) Capitalization. The authorized capital stock of the Company, and the outstanding capital stock of the Company (including securities convertible into, or exercisable or exchangeable for, capital stock of the Company) as of the most recent fiscal month-end preceding the Signing Date (the “Capitalization Date”) is set forth on Section 2.02(b) of the Company Disclosure Letter. The outstanding shares of capital stock of the Company have been duly authorized and are validly issued and outstanding, fully paid and nonassessable, and subject to no preemptive rights (and were not issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights) and all of the outstanding shares of capital stock of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, were not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights, and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims. As of the Signing Date, the Company does not have outstanding any securities or other obligations providing the holder the right to acquire Common Stock that is not reserved for issuance as specified on Section 2.02(b) of the Company Disclosure Letter, and the Company has not made any other commitment to authorize, issue or sell any Common Stock. Since the Capitalization Date, the Company has not issued any shares of Common Stock, other than (i) shares issued upon the exercise of compensatory stock options, delivered under or as other equity-based awards or issued pursuant to the Company’s employee stock purchase plan or 401(k) plan, or other convertible securities or warrants which were issued and outstanding on the Capitalization Date and disclosed on Section 2.02(b) of the Company Disclosure Letter and (ii) shares disclosed on Section 2.02(b) of the Company Disclosure Letter.

(c) Exchange Interim Securities and Exchange Common Shares. The Exchange Interim Securities have been duly and validly authorized and when issued and delivered pursuant to this Agreement, such Exchange Interim
Securities will be duly and validly issued and fully paid and non-assessable, and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights. The Exchange Interim Securities will have the rights set forth in the Certificate of Designations and the Company’s certificate of incorporation, which shall have been filed with the Secretary of State of the State of Delaware and in effect at the time of the Closing, and the issuance thereof will not be subject to any preemptive or similar rights. The Exchange Common Shares will, upon approval of the Stockholder Proposals (as defined below), be duly authorized and reserved for issuance, and when issued upon conversion of the Exchange Interim Securities and when so issued in accordance with their respective terms of the Exchange Interim Securities will be validly issued, fully paid and non-assessable, and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights, subject to the approval of the Stockholder Proposals.

(d) The Warrant and Warrant Shares. The Warrant has been duly authorized and when executed and delivered as contemplated hereby, will constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity ("Bankruptcy Exceptions"). The Warrant Shares have been duly authorized, reserved for issuance and when issued upon exercise of the Warrant in accordance with the terms thereof will be validly issued, fully paid and non-assessable and will not be issued in violation of any preemptive rights, resale rights, rights of first refusal or similar rights. In addition, the Company will reserve and keep the Warrant Shares available at all times, free of preemptive rights, for the purpose of enabling the Company to satisfy its obligations to issue the Warrant Shares upon exercise of the Warrant.

(e) Authorization, Enforceability. (i) The Company has the corporate power and authority to execute and deliver the Transaction Documents to which it is a party and consummate the transactions contemplated hereby and thereby, subject to the receipt of the approval of the Stockholder Proposals for the issuance of the Exchange Common Shares. The execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company and its stockholders, and no further approval or authorization is required on the part of the Company or its stockholders, subject to the receipt of the approval of the Stockholder Proposals for the issuance of the Exchange Common Shares. The Transaction Documents to which the Company is a party are or will be a valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, except as the same may be limited by the Bankruptcy Exceptions.
(ii) The transactions contemplated by this Agreement, including the issuance of the Exchange Interim Securities, the Exchange Common Shares, the Warrant and the Warrant Shares and the compliance with the terms of the Transaction Documents, have been unanimously adopted, approved and declared advisable by the Board of Directors of the Company (the “Board of Directors”). The Audit Committee of the Board of Directors has unanimously and expressly approved the Company’s reliance on the exception under Para. 312.05 of the NYSE Listed Company Manual to issue the Exchange Interim Securities, the Warrant and the Warrant Shares without seeking a stockholder vote.

(iii) The Company has received the approval of the New York Stock Exchange (the “NYSE”) to issue the Exchange Interim Securities, Exchange Common Shares, the Warrant and the Warrant Shares, without obtaining stockholder approval (other than approval of the Stockholder Proposals (as defined below)) in reliance on the exception under Para. 312.05 of the NYSE Listed Company Manual and such approval is in full force and effect.

(f) Non-Contravention. (i) Except as set forth on Section 2.02(f) of the Company Disclosure Letter, the execution, delivery and performance by the Company of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby and compliance by the Company with the provisions hereof and thereof (including the issuance of shares of Common Stock upon conversion of the Exchange Interim Securities and exercise of the Warrant), will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of, or result in the loss of a benefit under, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company or any subsidiary of the Company under any of the terms, conditions or provisions of (1) its certificate of incorporation or bylaws, subject to, in the case of the authorization and issuance of the Exchange Common Shares, receipt of the approval of the Stockholder Proposals or (2) any note, bond, mortgage, indenture, deed of trust, license, lease, permit, agreement or other instrument or obligation to which the Company or any subsidiary of the Company is a party or by which it or any subsidiary of the Company may be bound, or to which the Company or any subsidiary of the Company or any of the properties or assets of the Company or any subsidiary of the Company may be subject, or (B) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Company or any subsidiary of the Company or any of their respective properties or assets except, in the case of clauses (A)(2) and (B), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.
(ii) Except as set forth on Section 2.02(f) of the Company Disclosure Letter, other than the filing of any current report on Form 8-K required to be filed with the SEC, such filings and approvals as are required to be made or obtained under any state “blue sky” laws have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Company in connection with the consummation by the Company of the Exchange except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(iii) Neither the Company nor any of its subsidiaries is subject to any order, decree, agreement, memorandum of understanding, supervisory letter, commitment letter or other communication from or with any bank regulatory authority which limits its ability to pay dividends on its Common Stock, preferred stock or any other class of securities, nor has any bank regulatory authority indicated that it is contemplating imposing any such limitations.

(g) Company Financial Statements. (i) The consolidated financial statements of the Company and its consolidated subsidiaries included or incorporated by reference in the Company’s annual report on Form 10-K for the fiscal year ended December 31, 2008 (the “Company 10-K”), present fairly in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the dates indicated therein and the consolidated results of their operations for the periods specified therein; and except as stated therein, such financial statements were prepared in conformity with GAAP applied on a consistent basis.

(ii) KPMG LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Exchange Act and the rules and regulations of the SEC and the Public Company Accounting Oversight Board.

(iii) The Company and its subsidiaries do not have any liabilities or obligations (accrued, absolute, contingent or otherwise) of a nature that would be required to be accrued or reflected in a consolidated balance sheet prepared in accordance with GAAP, other than liabilities or obligations (A) reflected on, reserved against, or disclosed in the notes to, the Company’s consolidated balance sheet included in the Company 10-K,
(B) that are reflected or disclosed in any Current Reports on Form 8-K or Quarterly Reports on Form 10-Q or (C) that otherwise, individually or in the aggregate, would not be reasonably likely to have a Company Material Adverse Effect.

(h) **No Material Adverse Effect.** Since December 31, 2008, no fact, circumstance, event, change, occurrence, condition or development has occurred that, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect.

(i) **Proceedings.** (i) As of the date of this Agreement, there is no litigation or similar proceeding pending or, to the Company’s knowledge, threatened to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which the Company’s management believes, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect.

(ii) Except for the Transaction Documents and the transactions contemplated thereby, neither the Company nor any of its Significant Subsidiaries is a party to any written agreement or memorandum of understanding with, or a party to any commitment letter or similar undertaking to, or is subject to any order or directive by or is a recipient of any supervisory letter from, or has adopted any board resolutions at the request of, any bank regulatory authority that, in any such case, is currently in effect and has had or would be reasonably expected to have a Company Material Adverse Effect.

(j) **Compliance with Laws; Permits.** (i) The Company is a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956; the Company and each of its subsidiaries have conducted their businesses in compliance with all applicable federal, state and foreign laws, regulations and applicable stock exchange requirements, including all laws and regulations restricting activities of bank holding companies and banking organizations, except for any noncompliance that, individually or in the aggregate, has not had and would not be reasonably likely to have a Company Material Adverse Effect.

(ii) The Company and each subsidiary have all permits, licenses, authorizations, orders and approvals of, and have made all filings, applications and registrations with, any Governmental Entities that are required in order to carry on their business as presently conducted, except where the failure to have such permits, licenses, authorizations, orders and approvals or the failure to make such filings, applications and registrations, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect; and all such permits,
licenses, certificates of authority, orders and approvals are in full force and effect and, to the knowledge of the Company, no suspension or cancellation of any of them is threatened, and all such filings, applications and registrations are current, except where such absence, suspension or cancellation, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect.

(k) Reports. (i) Since December 31, 2006, the Company has complied in all material respects with the filing requirements of Sections 13(a), 14(a) and 15(d) of the Exchange Act.

(ii) The Company’s 10-K and any reports or forms filed with the SEC pursuant to the requirements of the Securities Act or the Exchange Act on or after January 1, 2009, when they were filed or became effective with the SEC, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the SEC thereunder, and did not when filed with the SEC, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(iii) Since December 31, 2006, the Company and each subsidiary have filed all material reports, registrations and statements, together with any required amendments thereto, that it was required to file with the Board of Governors of the Federal Reserve System (the “Federal Reserve”), the Office of the Comptroller of the Currency (the “OCC”), the FDIC and any other applicable federal or state securities or banking authorities, except where the failure to file any such report, registration or statement, individually or in the aggregate, has not had and would not be reasonably likely to have a Company Material Adverse Effect. As of their respective dates, each of the foregoing reports complied with all applicable rules and regulations promulgated by the Federal Reserve, the OCC, the FDIC and any other applicable foreign, federal or state securities or banking authorities, as the case may be, except for any failure that, individually or in the aggregate, have not had and would not be reasonably likely to have a Company Material Adverse Effect.

(iv) The records, systems, controls, data and information of the Company and the subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of the Company or the subsidiaries or their accountants (including all means of access thereto and therefrom). The Company (A) has implemented and maintains disclosure controls and
procedures (as defined in Rule 13a-15(e) under the Exchange Act) to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (B) has disclosed, based on its most recent evaluation prior to the date hereof, to the Company’s outside auditors and the audit committee of the Company’s board of directors (1) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information and (2) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting. To the knowledge of the Company, there is no reason that its outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, without qualification, when next due.

(l) Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of the Exchange Interim Securities and the Warrant under the Securities Act, and the rules and regulations of the SEC promulgated thereunder), which might subject the offering, issuance or sale of the Exchange Interim Securities, the Exchange Common Shares, the Warrant and the Warrant Shares to the Investor pursuant to this Agreement to the registration requirements of the Securities Act.

(m) Brokers and Finders. No broker, finder or investment banker is entitled to any financial advisory, brokerage, finder’s or other fee or commission in connection with the Transaction Documents or the transactions contemplated hereby and thereby based upon arrangements made by or on behalf of the Company or any subsidiary of the Company for which the Investor could have any liability.

Section 2.03. Representations and Warranties of the Investor. (a) Status. The Investor has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with the necessary power and authority to own its properties and conduct its business in all material respects as currently conducted.

(b) Authorization, Enforceability. The Investor has the power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out its obligations hereunder and thereunder. The execution, delivery
and performance by the Investor of the Transaction Documents to which it is a party and the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Investor, and no further approval or authorization is required on the part of the Investor. The Transaction Documents to which the Investor is a party are or will be a valid and binding obligation of the Investor enforceable against the Investor in accordance with their respective terms, except as the same may be limited by the Bankruptcy Exceptions.

(c) Ownership. (i) The Investor is the record and beneficial owner of the Exchange Preferred Shares, free and clear of any lien, security interest, charge or encumbrance and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Exchange Preferred Shares), except for such restrictions set forth in the Investment Agreement dated as of January 14, 2008 between the Company and the Investor (the “Investment Agreement”) and the Deposit Agreement dated as of January 23, 2008 between the Company and The Bank of New York, and will transfer and deliver to the Company at the Closing valid title to the Exchange Preferred Shares free and clear of any lien, security interest, charge or encumbrance and any such limitation or restriction, except as set forth in the Investment Agreement.

(ii) As of the date hereof, the Investor does not beneficially own more than 4.0% of the outstanding shares of Common Stock. As of the consummation of the Exchange, the Investor will not beneficially own more than 19.9% or more of the outstanding shares of Common Stock or voting power of the Company. The Investor does not have an agreement, arrangement or understanding with any person (other than the Company) to acquire, dispose of or vote any securities of the Company.

(d) Non-Contravention. Except as set forth on Section 2.03(d) of the Investor Disclosure Letter, the execution, delivery and performance by the Investor of this Agreement and the consummation of the transactions contemplated hereby and compliance by the Investor with the provisions hereof, will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Investor under any of the terms, conditions or provisions of (1) its organizational documents, or (2) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Investor is a party or by which it may be bound, or to which the Investor or any of the properties or assets of the Investor may be subject, or (B) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any statute, rule or regulation or any judgment,
ruling, order, writ, injunction or decree applicable to the Investor or its properties or assets except, in the case of clauses (A)(2) and (B), for those occurrences that, individually or in the aggregate, have not had and would not be reasonably likely to have an Investor Material Adverse Effect. “Investor Material Adverse Effect” means a material adverse effect on the ability of the Investor to consummate the Exchange and the other transactions contemplated by this Agreement.

Except as set forth on Section 2.03(d) of the Investor Disclosure Letter and other than in connection or in compliance with the provisions of the Securities Act and the securities or blue sky laws of the various states, to the Investor’s knowledge, without inquiry, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Investor in connection with the consummation by the Investor of the Exchange and the other transactions contemplated by this Agreement, except as would not reasonably be expected to have a material adverse effect on the ability of the Investor to consummate the Exchange and other transactions contemplated by this Agreement.

ARTICLE 3
COVENANTS

Section 3.01. Reasonable Best Efforts. (a) Subject to the terms and conditions of this Agreement, each of the parties will use its reasonable best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, and execute and deliver such documents and other papers or instruments as may be required, so as to permit consummation of the Exchange and otherwise to enable consummation of the transactions contemplated hereby, in each case, as promptly as is practicable, and shall use reasonable best efforts to cooperate with the other party to that end.

(b) The Company shall hold a meeting of its stockholders (which may be its annual meeting or a special meeting) or seek to take action by written consent in lieu thereof, as promptly as practicable following the Closing, to vote on or consent to the proposals (collectively, the “Stockholder Proposals”) set forth on Annex F. The Board of Directors shall recommend to the Company’s stockholders that such stockholders vote in favor of or consent to the Stockholder Proposals. In connection with such meeting or consent, the Company shall prepare (and the Investor will provide information reasonably required by the Company to be included therein) and file with the SEC as promptly as practicable a preliminary proxy statement, the Company shall use its reasonable best efforts to respond to any comments of the SEC or its staff thereon and to cause a definitive proxy statement related to such stockholders’ meeting or consent to be
mailed to the Company’s stockholders, and the Company shall use its reasonable best efforts to solicit proxies for such stockholder approval of the Stockholder Proposals. Each of the Investor and the Company agrees promptly to correct any information provided by it or on its behalf for use in the proxy statement if and to the extent that such information shall have become false or misleading in any material respect.

(c) None of the information supplied by the Company for inclusion in any proxy statement in connection with any such stockholders meeting of the Company or consent will, at the date it is filed with the SEC, when first mailed to the Company’s stockholders and at the time of any stockholders meeting, and at the time of any amendment or supplement thereof, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) (i) The Investor hereby agrees that the Investor shall vote (or cause to be voted) or exercise its right to consent (or cause its right to consent to be exercised) with respect to all of the Exchange Preferred Shares and shares of Common Stock and Exchange Interim Securities beneficially owned by it and its Controlled Affiliates in favor of the Stockholder Proposals to the extent entitled to vote thereon.

(ii) The Investor hereby agrees that the Investor shall vote (or cause to be voted) or exercise its right to consent (or cause its right to consent to be exercised) with respect to all of the Exchange Preferred Shares and shares of Common Stock and Exchange Interim Securities beneficially owned by it and its Controlled Affiliates in favor of the additional stockholder proposals set forth on Annex G to the extent entitled to vote thereon.

(iii) Additionally, by entering into this Agreement, to the maximum extent permitted by applicable law, the Investor hereby grants a proxy appointing the Company and its officers attorney-in-fact and proxy for it and its Controlled Affiliates, with full power of substitution, for and in the name of it and its Controlled Affiliates, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 3.01(d)(i) and Section 3.01(d)(ii) as the Company or its proxy or substitute shall, in the Company’s sole discretion, deem proper with respect to such Exchange Preferred Shares, Common Stock and Exchange Interim Securities, and the Investor hereby revokes any and all previous proxies granted with respect to such Exchange Preferred Shares, Common Stock and Exchange Interim Securities for purposes of Section 3.01(d)(i) or Section 3.01(d)(ii). The proxy granted hereby is irrevocable, is coupled with an interest and is granted in consideration of the Company entering into this Agreement and incurring certain related fees and expenses.
Section 3.02. Exchange Listing. The Company shall, at its expense, use its reasonable best efforts to cause, subject to applicable listing rules, (a) the Exchange Interim Securities, (b) the Exchange Common Shares and (c) the Warrant Shares to be approved for listing requirements, subject to official notice of issuance (and, in the case of the Exchange Common Shares, upon receipt of the approval of the Shareholder Proposals) as promptly as practicable after the issuance thereof, and, once listed, shall maintain such listing for so long as any Common Stock is listed on the NYSE.

Section 3.03. Issuance of Exchange Common Shares. Following the effectiveness of an amendment to the Charter effecting the approval of the Stockholder Proposals but no later than the issuance by the Company to the Investor of the Exchange Common Shares, the Company shall deliver to the Investor a customary legal opinion from counsel to the Company, addressed to the Investor, covering the due and valid issuance of such securities; provided that the failure to deliver such legal opinion shall not affect the Company’s obligation to deliver such securities.

Section 3.04. Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by either party without the prior consent of the other party (which consent shall not be unreasonably withheld or delayed), except as such release or announcement may be required by law or the rules or regulations of any United States or foreign securities exchange, in which case the party required to make the release or announcement shall, to the extent reasonably practicable, allow the other party reasonable time to comment on such release or announcement in advance of such issuance. The provisions of this Section 3.04 shall not restrict the ability of a party hereto to summarize or describe the transactions contemplated by this Agreement in any prospectus or similar offering document or other report required by law, regulation stock exchange or rule so long as the other party is provided a reasonable opportunity to comment on such disclosure in advance.

Section 3.05. Depositary Shares. Upon request by the Investor at any time following the Closing Date, the Company shall no later than 30 days after receiving such request, enter into a depositary arrangement, pursuant to customary agreements reasonably satisfactory to the Investor and with a depositary reasonably acceptable to the Investor, pursuant to which the Exchange Interim Securities may be deposited and depositary shares, each representing a fraction of an Exchange Interim Security reasonably agreed between the Company and the Investor taking into account that such fraction shall be consistently applied for all shares of Series M Interim Stock for which depositary shares are issued, may be issued. From and after the execution of any such depositary arrangement, and the
deposit of any Exchange Interim Securities pursuant thereto, the depositary shares issued pursuant thereto shall be deemed “Exchange Interim Securities” for purposes of this Agreement.

Section 3.06. Exchange Preferred Shares. Upon delivery of the Exchange Preferred Shares to the Company at the Closing, the Exchange Preferred Shares shall be cancelled, shall revert to authorized but unissued shares of preferred stock of the Company undesignated as to series and shall not be reissued as Exchange Preferred Shares.

Section 3.07. Expenses. Unless otherwise provided in this Agreement, each of the parties hereto will bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated under this Agreement, including fees and expenses of its own financial or other consultants, investment bankers, accountants and counsel. The Company shall pay all costs and expenses relating to the depositary arrangement described in Section 3.05, including the fees and expenses of the depositary.

Section 3.08. Withholding of Tax. All payments with respect to the Exchange Interim Securities, the Warrant and any Common Stock issued in exchange for, or pursuant to the terms of, any of the foregoing instruments (the “Covered Securities”) shall be subject to withholding and backup withholding to the extent required by law. If, prior to making any payment with respect to Covered Securities held by an entity listed in Annex A hereto, the Company receives from such entity a duly executed, valid, accurate and properly completed IRS Form W-9 evidencing the entitlement of such entity to an exemption from backup withholding with respect to such payment, and the Company does not know, or have reason to know that such exemption is not available, the Company shall, and shall cause its paying agent to, make such payment with respect to such Covered Securities (including the transfers by the Company of the Exchange Interim Security and the Warrant pursuant to the Exchange), free and clear of backup withholding of United States federal income tax, as supported by such form.

Section 3.09. Certain Notifications Until Closing. From the date of this Agreement until the Closing, the Company shall promptly notify the Investor of (i) any fact, event or circumstance of which it is aware and which would be reasonably likely to cause any representation or warranty of the Company contained in this Agreement to be untrue or inaccurate in any material respect or to cause any covenant or agreement of the Company contained in this Agreement not to be complied with or satisfied in any material respect and (ii) except as Previously Disclosed, any fact, circumstance, event, change, occurrence, condition or development of which it is aware and which, individually or in the aggregate, has had or would be reasonably likely to have a Company Material Adverse Effect; provided that delivery of any notice pursuant to this Section 3.08 shall not limit or affect any rights of or remedies available to the Investor.
ARTICLE 4
ADDITIONAL AGREEMENTS

Section 4.01. Purchase for Investment. The Investor acknowledges that the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares have not been registered under the Securities Act or under any state securities laws. The Investor (a) is acquiring the Exchange Interim Securities, Exchange Common Shares, Warrant and/or Warrant Shares pursuant to the exemption from registration pursuant to Section 3(a)(9) of the Securities Act, (b) will not sell or otherwise dispose of any of the Exchange Interim Securities, Exchange Common Shares, Warrant and/or Warrant Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Exchange and of making an informed investment decision provided, however, that by making the representations herein, the Investor does not agree to hold the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares for any minimum or other specific term and reserves the right to dispose of the Exchange Interim Securities, Exchange Common Shares, Warrant and Warrant Shares at any time in accordance with federal and state securities laws applicable to such disposition.

Section 4.02. Standstill. The Investor agrees that, without the prior approval of the Company, neither the Investor nor any of its Controlled Affiliates will, directly or indirectly: (a) purchase, offer to purchase, or agree to purchase or otherwise acquire beneficial ownership of any Common Stock, or securities convertible into or exchangeable for Common Stock, that would result in the Investor or its Controlled Affiliates having beneficial ownership of 25.0% or more of the outstanding shares of voting stock or Common Stock (for the avoidance of doubt, for purposes of calculating beneficial ownership of the Investor and its Controlled Affiliates, (x) any security that is convertible into, or exercisable for, any voting stock of the Company or Common Stock that is beneficially owned by the Investor or its Controlled Affiliates shall be treated as fully converted or exercised, as the case may be, into the underlying voting stock of the Company or Common Stock, (y) the voting stock of the Company, Common Stock and securities convertible into, or exercisable for, voting stock of the Company or Common Stock, that are beneficially owned by the Investor and each of its Controlled Affiliates shall be aggregated and (z) any security convertible into, or exercisable for, the voting stock of the Company or Common Stock that is beneficially owned by any person other than the Investor or any of its Controlled Affiliates shall not be taken into account); or
(b) (i) make, or in any way participate in any solicitation of proxies to vote, or seek to advise or influence any person with respect to the voting of, any voting securities of the Company or any of its subsidiaries or seek or propose to influence, advise, change or control the management, board of directors, policies, affairs or strategy of the Company by way of any public communication or other communications to security holders intended for such purpose, (ii) make a proposal for any acquisition of, or similar extraordinary transaction involving, the Company or a material portion of its securities or assets, (iii) seek to control or influence the management or policies of the Company, board of directors of the Company or policies of the Company, including any of the Company’s subsidiaries, or (iv) enter into any agreements or understandings with any person (other than the Company) for the purpose of any of the actions described in clauses (i), (ii) or (iii) above.

(c) The Investor’s obligations under Sections 4.02(a) and 4.02(b) shall terminate on the later of (i) the third anniversary of the Closing Date and (ii) the date on which the Investor and its Controlled Affiliates beneficially own less than 2% of the outstanding Common Stock (treating the Exchange Interim Securities, the Warrant and other convertible securities of the Company that are beneficially owned by the Investor or its Controlled Affiliates as fully converted into the underlying Common Stock). In the event that the Investor inadvertently breaches the terms of Section 4.02(a) or Section 4.02(b), the parties agree that the Company shall not be entitled to any monetary damages in respect thereof and its sole remedy shall be to require the Investor to comply with such terms.

Section 4.03. Equivalent Terms. The Investor shall have the right to participate in the Exchange on the basis of the terms applicable to the Private Exchanges as set forth in the Transaction Documents. In connection with the Private Exchanges, the Investor shall receive the most favorable price (which sale, conversion, exercise, exchange, reference or effective price shall not be greater than the price in the Public Exchanges or any other issuances or agreed upon issuances of Common Stock effected or entered into between the Signing Date and the Closing Date) and other material terms offered to any other holder of preferred securities of the Company participating therein; provided that this Section 4.03 shall not apply to (i) any agreement with respect to tax withholding, (ii) regulatory matters or (iii) any Permitted Transactions (as defined below). The UST Exchanges shall be consummated on pricing terms no more favorable to the UST than those set forth in the Transaction Outline.

Section 4.04. Preemptive Rights. (a) Sale of New Securities. During the one year period commencing from the Closing Date (the “Preemptive Rights Period”), the Investor shall have the right (or may appoint an Affiliate to exercise
such right; provided that any such Affiliate agrees in writing to be bound by the terms of this Agreement (any such Affiliate shall be deemed to be included in the term “Investor”)) to exercise the preemptive rights set forth in this Section 4.04 (the Investor or any such Affiliate who exercises such right, an “Exercising Entity”). During the Preemptive Rights Period, if the Company at any time or from time to time consummates any public or non-public offering of any Common Stock, or any securities, options or debt that are convertible or exchangeable into Common Stock (including any hybrid security), at a price per share of Common Stock of less than $3.25 (or if the conversion, exercise or exchange price per share of Common Stock is less than $3.25), as appropriately adjusted in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to Common Stock (any such security a “New Security”) (other than (i) pursuant to the granting or exercise of compensatory stock options or other equity-based awards pursuant to the Company’s stock incentive plans or the issuance of stock pursuant to the Company’s employee stock purchase plan, or rights to acquire Common Stock, in each case in the ordinary course of equity compensation awards, or pursuant to the Company’s 401(k) plan, (ii) issuances for the purposes of consideration in acquisition transactions, (iii) issuances of shares of Common Stock issued upon conversion of, or as a dividend on, any convertible or exchangeable securities of the Company issued either (A) pursuant to the transactions contemplated hereby or (B) prior to the Signing Date), (iv) issuances of debt that include an equity component (such as an “equity kicker”), (v) distributions or issuances pursuant to any rights plan adopted by the Company, and (vi) the rights offerings and other issuances contemplated by the Transaction Outline (collectively, “Permitted Transactions”), the Exercising Entity shall be afforded the opportunity to acquire from the Company a portion of such New Securities for the same price (net of any underwriting discounts or sales commissions) and on the same terms as such securities are sold to others, up to the amount specified in the following sentence. The amount of New Securities that the Exercising Entity shall be entitled to purchase in the aggregate shall be determined by multiplying (x) the total number of such offered shares of New Securities by (y) a fraction, the numerator of which is the number of shares of Common Stock held by the Investor on a fully-diluted basis (i.e., assuming conversion, exercise or exchange of all securities or other interests convertible into, exercisable for or exchangeable for shares of Common Stock), as of such date, and the denominator of which is the number of shares of Common Stock then outstanding on a fully-diluted basis (i.e., assuming conversion, exercise or exchange of all securities or other interests convertible into, exercisable for or exchangeable for shares of Common Stock), as of such date.

(b) Notice. In the event the Company proposes to offer New Securities, it shall give the Exercising Entity written notice of its intention, and subject to the Investor’s entry into a customary confidentiality undertaking, describing the price

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(or range of prices), anticipated amount of securities, timing and other material terms upon which the Company proposes to offer the same (including, in the case of a registered public offering and to the extent possible, a copy of the prospectus included in the registration statement filed with respect to such offering), no later than 10 business days, as the case may be, after the initial filing of a registration statement with the SEC with respect to an underwritten public offering, after the commencement of marketing with respect to a Rule 144A offering or after the Company determines to pursue any other offering. The Exercising Entity shall have 2 business days from the date of receipt of such notice to enter into such confidentiality undertaking and to notify the Company in writing that it intends to exercise such preemptive rights and as to the amount of New Securities the Exercising Entity desires to purchase, up to the maximum amount calculated pursuant to Section 4.04(a). Such notice shall constitute a binding agreement of the Exercising Entity to purchase the amount of New Securities so specified at the price and other terms set forth in the Company’s notice to it. The failure of the Exercising Entity to respond within such 2 business day period shall be deemed to be a waiver of the Exercising Entity’s rights under this Section 4.04 only with respect to the offering described in the applicable notice. Notwithstanding anything in this Section 4.04 to the contrary, there shall be no liability on the part of the Company to the Investor if the Company has not consummated any proposed issuance of New Securities pursuant to Section 4.04 for whatever reason, regardless of whether the Company has delivered a notice pursuant to this Section 4.04(b). Whether to effect the issuance of New Securities pursuant to this Section 4.04 is in the sole and absolute discretion of the Company.

(c) Purchase Mechanism. If the Exercising Entity exercises its preemptive rights provided in this Section 4.04, the closing of the purchase of the New Securities with respect to which such right has been exercised shall take place simultaneously with the closing of the sale of the New Securities to the other purchasers thereof (or if such purchasers close on different dates, simultaneously with the latest such closing date); provided the closing may be extended for a maximum of 180 days in order to comply with applicable laws and regulations (including receipt of any applicable regulatory or stockholder approvals). Each of the Company and the Exercising Entity agrees to use its commercially reasonable efforts to secure any regulatory or stockholder approvals or other consents, and to comply with any law or regulation necessary in connection with the offer, sale and purchase of such New Securities.

(d) Failure to Purchase. In the event the Exercising Entity fails to exercise its preemptive rights as provided in this Section 4.04, or enter into a confidentiality undertaking as contemplated by Section 4.04(b), within said 2 business day period or, if so exercised, the Exercising Entity is unable to consummate such purchase within the time period specified in Section 4.04(c) above because of its failure to obtain any required regulatory or stockholder consent or approval, the Company shall thereafter be entitled during the period of
120 days following the conclusion of the applicable period to sell or enter into an agreement (pursuant to which the sale of the New Securities covered thereby shall be consummated, if at all, within 60 days from the date of said agreement) to sell the New Securities not elected to be purchased pursuant to this Section 4.04 or which the Exercising Entity is unable to purchase because of such failure to obtain any such consent or approval, at a price and upon terms no more favorable to the purchasers of such securities than were specified in the Company’s notice to the Exercising Entity. Notwithstanding the foregoing, if such sale is subject to the receipt of any regulatory or stockholder approval or consent or the expiration of any waiting period, the time period during which such sale may be consummated shall be extended until the expiration of five business days after all such approvals or consents have been obtained or waiting periods expired, but in no event shall such time period exceed 180 days from the date of the applicable agreement with respect to such sale. In the event the Company has not sold the New Securities or entered into an agreement to sell the New Securities within said 120-day period (or sold and issued New Securities in accordance with the foregoing within 60 days from the date of said agreement (as such period may be extended in the manner described above for a period not to exceed 180 days from the date of said agreement)), the Company shall not thereafter offer, issue or sell such New Securities without first offering such securities to the Exercising Entity in the manner provided above.

(e) **Non-Cash Consideration.** In the case of the offering of securities for a consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair value thereof as determined reasonably and in good faith by the Board of Directors; provided, however, that such fair value as determined reasonably and in good faith by the Board of Directors shall not exceed the aggregate market price of the securities being offered as of the date the Board of Directors authorizes the offering of such securities.

(f) **Cooperation.** The Company and the Investor shall cooperate in good faith to facilitate the exercise of the Exercising Entity’s preemptive rights hereunder, including securing any required approvals or consents.

Section 4.05. **Reorganization Treatment.** The Company and the Investor agree to treat the Exchange for U.S. federal income tax purposes as a “reorganization” described in Section 368(a)(1)(E) of the Code and not to take any position inconsistent with such treatment unless required by applicable law.
ARTICLE 5
MISCELLANEOUS

Section 5.01. Survival of Representations and Warranties. All covenants and agreements, other than those which by their terms apply in whole or in part after the Closing, shall terminate as of the Closing. The representations and warranties of the Company made herein or in any certificates delivered in connection with the Closing shall survive the Closing for a period of nine months after the Closing; provided that the representations and warranties made in Sections 2.02(a), 2.02(b), 2.02(c), 2.02(d), 2.02(e) and 2.02(f) shall survive the Closing until the expiration of the applicable statute of limitations. The representations and warranties of the Investor made herein or in any certificates delivered in connection with the Closing shall survive the Closing for a period of nine months after the Closing; provided that the representations and warranties made in Sections 2.03(a), 2.03(b) and 2.03(c) shall survive the Closing until the expiration of the applicable statute of limitations.

Section 5.02. Amendment. No amendment of any provision of this Agreement will be effective unless made in writing and signed by an officer or a duly authorized representative of each party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law.

Section 5.03. Waiver of Conditions. The conditions to each party’s obligation to consummate the Exchange are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law. No waiver will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

Section 5.04. Governing Law: Submission to Jurisdiction, Etc. This Agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the parties hereto agrees (a) to submit to the jurisdiction and venue of the United States District Court for the Southern District of New York for any and all civil actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, or if such jurisdiction is not available, to the jurisdiction of the courts of the State of New York located in the Borough and City of New York, and (b) that notice may be served upon the Company and the Investor at the addresses and in the manner set forth for notices in Section 5.05. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any civil legal action or proceeding relating to this Agreement or the transactions contemplated hereby.
Section 5.05. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) If to the Investor:
   Capital Research Global Investors
   333 South Hope Street, Floor 55
   Los Angeles, CA 90071
   Attention: James Ryan/Michael Triessl
   Facsimile: (213) 615-0431

(b) If to the Company:
   Citigroup Inc.
   399 Park Avenue
   New York, New York 10022
   Attention: Michael S. Helfer, Esq.
   General Counsel
   Telephone: (212) 559-5152
   Facsimile: (212) 793-5300

and

   Citigroup Inc.
   399 Park Avenue
   New York, New York 10022
   Attention: Andrew Felner, Esq.
   Deputy General Counsel
   Telephone: (212) 559-7050
   Facsimile: (212) 559-7057
Section 5.06. Definitions. (a) When a reference is made in this Agreement to a subsidiary of a person, the term “subsidiary” means any corporation, partnership, joint venture, limited liability company or other entity (x) of which such person or a subsidiary of such person is a general partner or (y) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is directly or indirectly owned by such person and/or one or more subsidiaries thereof.

(b) The term “Affiliate” means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise.

(c) The term “Company Disclosure Letter” means the disclosure letter dated the date hereof regarding this Agreement that has been provided by the Company to the Investor.

(d) The term “Controlled Affiliate” means any Affiliate of the Investor that is directly or indirectly “controlled by” (such term is used in the definition of the term “Affiliate”) the Investor other than investment funds managed by the Investor that are not listed on Annex A.
(e) The term “**Governmental Order**” means any order, injunction, stipulation, decree or award entered by or with any Governmental Entity.

(f) The term **“Investor Disclosure Letter”** means the disclosure letter dated the date hereof regarding this Agreement that has been provided by the Investor to the Company.

(g) The term **“beneficial ownership”** has the meaning set forth in Rule 13d-3 and Rule 13d-5 under the Exchange Act.

Section 5.07. **Assignment.** Neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except an assignment, in the case of a Business Combination where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale. “**Business Combination**” means a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company’s stockholders.

Section 5.08. **Entire Agreement, Etc.** This Agreement (including the Annexes, the Company Disclosure Letter and the Investor Disclosure Letter hereto) and the Transaction Documents constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. For the avoidance of doubt, from and after the consummation of the Exchange by the Investor, the Investment Agreement shall be terminated.

Section 5.09. **Counterparts and Facsimile.** For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile or email pdf and such facsimiles or email pdfs will be deemed as sufficient as if actual signature pages had been delivered.

Section 5.10. **Termination.** This Agreement shall automatically terminate if the Closing has not occurred on or prior to September 18, 2009.

Section 5.11. **Severability.** If any provision of this Agreement or a Transaction Document, or the application thereof to any person or circumstance,
is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 5.12. No Third Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Company and the Investor any benefit, right or remedies.

Section 5.13. Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 5.14. Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled (without the necessity of posting a bond) to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

* * *
In Witness Whereof, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first herein above written.

CITIGROUP INC.

By: /s/ Gary Crittenden
Name: Gary Crittenden
Title: Chief Financial Officer

CAPITAL RESEARCH GLOBAL INVESTORS,
On behalf of the entities listed on Annex A hereto

By: /s/ Michael J. Downer
Name: Michael J. Downer
Title: Senior Vice President and Secretary, Capital Research and Management Company on behalf of Capital Research Global Investors
## SECURITIES

<table>
<thead>
<tr>
<th>Investor</th>
<th>Exchange Preferred Shares</th>
<th>Shares of Exchange Interim Securities</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Investment Company of America, a Delaware corporation</td>
<td>5,250,000 Convertible Depositary Shares representing an interest in 5,250 shares of Series D1 preferred stock, par value $1.00 per share</td>
<td>80.7692</td>
</tr>
<tr>
<td>The Growth Fund of America, Inc., a Maryland corporation</td>
<td>3,750,000 Convertible Depositary Shares representing an interest in 3,750 shares of Series D1 preferred stock</td>
<td>57.6923</td>
</tr>
<tr>
<td>American Mutual Fund, Inc., a Maryland corporation</td>
<td>1,725,000 Convertible Depositary Shares representing an interest in 1,725 shares of Series D1 preferred stock</td>
<td>26.5385</td>
</tr>
<tr>
<td>American Funds Insurance Series, a Massachusetts business trust (Growth-Income Fund)</td>
<td>1,777,000 Convertible Depositary Shares representing an interest in 1,777 shares of Series D1 preferred stock</td>
<td>27.3385</td>
</tr>
<tr>
<td>Capital World Growth and Income, Inc., a Maryland corporation</td>
<td>1,275,000 Convertible Depositary Shares representing an interest in 1,275 shares of Series D1 preferred stock</td>
<td>19.6154</td>
</tr>
<tr>
<td>The New Economy Fund, a Massachusetts business trust</td>
<td>675,000 Convertible Depositary Shares representing an interest in 675 shares of Series D1 preferred stock</td>
<td>10.3846</td>
</tr>
</tbody>
</table>

Annex A - 1
<table>
<thead>
<tr>
<th>Investor</th>
<th>Exchange Preferred Shares</th>
<th>Shares of Exchange Interim Securities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Income Builder, Inc., a Maryland corporation</td>
<td>450,000 Convertible Depositary Shares representing an interest in 450 shares of Series D1 preferred stock</td>
<td>6.9231</td>
</tr>
<tr>
<td>American Funds Insurance Series, a Massachusetts business trust (Blue Chip Income and Growth Fund)</td>
<td>60,000 Convertible Depositary Shares representing an interest 60 shares of Series D1 preferred stock</td>
<td>0.9231</td>
</tr>
<tr>
<td>American Funds Insurance Series, a Massachusetts business trust (Global Discovery Fund)</td>
<td>38,000 Convertible Depositary Shares representing an interest in 38 shares of Series D1 preferred stock</td>
<td>0.5846</td>
</tr>
</tbody>
</table>

Annex A - 2
## TRANSACTION OUTLINE

<table>
<thead>
<tr>
<th>Overview of Transaction</th>
<th>Citi will effect public and private offers to exchange each series of outstanding preferred stock and trust preferred securities (TruPS) for the Citi securities described below. The objective of these transactions is to increase Citi’s tangible common equity through the exchange offers described below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sequence of Exchange Offers</td>
<td>Citi will conduct separate exchange offers to the USG, the Private Holders and the Public Holders. The exchange offer to USG and the Private Holders will be consummated as promptly as practicable after the announcement of the transaction. The exchange offers to the Public Holders will be launched as soon as practicable in compliance with federal securities laws.</td>
</tr>
<tr>
<td>Conditions to USG Participation</td>
<td>USG’s participation in the exchange offer is conditioned on the following conditions:</td>
</tr>
<tr>
<td></td>
<td>• USG will only convert an amount of preferred stock equal to the amount of preferred stock of the Private Holders and the preferred stock/TruPs of the Public Holders participating in the exchange offers; provided that USG will only participate if at least $11.5 billion of preferred stock held by Private Holders is exchanged;</td>
</tr>
<tr>
<td></td>
<td>• USG will only convert up to the $25 billion of preferred stock issued under the Capital Purchase Program;</td>
</tr>
<tr>
<td></td>
<td>• the preferred stock issued under the Targeted Investment Program and the Asset Guarantee Program will be exchanged for a new series of trust preferred securities with the same 8% cash dividend rate as the existing preferred stock; and</td>
</tr>
<tr>
<td></td>
<td>• USG will receive the most favorable terms and price offered to any holder of preferred stock through the exchange offers.</td>
</tr>
<tr>
<td>Exchange Offer to USG</td>
<td>USG will exchange a portion of its preferred stock into the Securities and Warrants. “Securities” means a new series of stock (the “Securities”), created from Citi’s blank check preferred stock authority, that is a common stock analog (non-voting with respect to any holder until all necessary government approvals are received for such holder). Pursuant to their terms, the Securities will be mandatorily convertible into common stock on a one-for-one basis based on the number of common stock equivalents represented by the Securities upon effectiveness of the charter amendment described below.</td>
</tr>
</tbody>
</table>

Annex B - 1
“Warrants” means a warrant to acquire shares of Citi common stock for each $1,000 of liquidation preference of exchanged preferred stock, at an exercise price of $0.01 per share. Such Warrant will become exercisable only if the stockholder vote referred to below is not received within 6 months after issuance of the Securities. One Warrant will be issued with respect to each Security issued. The number of shares of common stock underlying each such Warrant shall be equal to \((x)\) 790 million divided by \((y)\) the aggregate number of Securities received in the exchange offers by USG and the Private Holders.

The common stock and the Securities will be listed for trading, subject to applicable listing requirements. The Securities will all be of the same class.

The exchange price to USG will be $3.25 per share (relative to liquidation preference of preferred shares), which is based on an agreed upon trailing average.

USG preferred stock to be so exchanged (in connection with the exchange at the closing for the Private Holders, and in connection with the exchange at the subsequent closing for the Public Holders) will be such amount as is equal to the aggregate liquidation preference of the preferred stock of the Private Holders and aggregate liquidation preference/face value of the preferred stock/TruPS of the Public Holders exchanged for Securities/Warrants or common stock, after giving effect to the exchanges described below, provided that the aggregate amount exchanged by USG will not exceed $25 billion.

All of the outstanding preferred stock held by USG that is not exchanged for Securities in the program will be exchanged for a new series of trust preferred securities with a coupon of 8% (the “USG Trust Preferred Security”). The other material terms of the USG Trust Preferred Securities will be substantially similar to those of Citi’s traditional TruPS.

Stockholder Vote

No stockholder vote will be required to permit Citi to issue the new Securities or Warrants in the exchange offers (assuming a NYSE waiver of the 20% vote rule).

Citi will seek to obtain the requisite stockholder vote for a charter amendment to increase its authorized common stock to permit the conversion of all Securities into common stock and certain other matters (“Stockholder Approval”). If stockholders do not authorize such charter amendment within 6 months after issuance of the Securities, the outstanding Securities will then have a dividend coupon equal to the greater of \((x)\) a cumulative dividend of 9% (increasing by 2% each quarter up to a cap of 19%) or \((y)\) the dividend actually paid per share of common stock. Prior to such time, the Securities will have the same dividend as the common stock. In the event such Stockholder Approval is obtained, such Warrants will automatically expire.

Annex B - 2
<table>
<thead>
<tr>
<th>Exchange Offer to Private Holders</th>
<th>Citi will seek to procure the exchange (structured as an exempt exchange offer pursuant to Section 3(a)(9) of the Securities Act) of the preferred stock issued to certain investors (the “Private Holders”) in private placements, for Securities and Warrants. The exchange price to the Private Holders will be $3.25 per share (relative to the liquidation preference of their exchanged preferred stock). In addition, Private Holders will receive Warrants. Citi has undertakings from Private Holders of approximately $12 billion of aggregate liquidation preference of such preferred stock that they will exchange their preferred stock into Securities and Warrants. All Private Holders will be given the opportunity to participate in the exchange offer on the basis of the terms applicable to Private Holders as set forth in this Outline.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Offer to Public Holders</td>
<td>Citi will launch an exchange offer to procure the exchange of the various series of convertible and straight preferred stock and TruPS sold to investors (the “Public Holders”) in multiple offerings up to a maximum of $27.5 billion (liquidation preference/face value) minus the aggregate liquidation preference of all preferred securities exchanged by the Private Holders. If tendered securities exceed the cap, securities will be accepted in the following priorities: (i) first, the convertible and non-convertible preferred securities held by the Public Holders; (ii) second, the enhanced trust preferred securities held by the Public Holders; and (iii) third, the trust preferred securities held by the Public Holders. The exchange price to the Public Holders per share will be based on a percentage of their face value and a per share price of $3.25. In connection with such exchange offers, Citi will announce its current intention not to pay any dividend payments on any such series of preferred stock (other than trust preferred).</td>
</tr>
<tr>
<td>Rights Offering to Existing Holders</td>
<td>Citi will explore the possibility of a rights offering to existing shareholders.</td>
</tr>
<tr>
<td>Rights Offering to Employees</td>
<td>Citi will explore the possibility of a rights offering to employees providing the right to acquire common stock at $3.25 per share, the terms of which will include four-year vesting and a five-year exercise period, and subject to compliance with applicable federal rules on executive compensation.</td>
</tr>
</tbody>
</table>
Certain Other Agreements

With respect to the Securities and common stock owned by USG, subject to EESA and applicable law, it is anticipated that USG will hold such securities in a trust.

Each of USG and the Private Holders that participate in the applicable exchange offer will receive the most favorable terms and price offered to any other preferred holder through these exchange offers or to any common equity holder through any capital raises or rights offerings occurring within the following year.

Foreign Investor Tax Matters

Citi shall not withhold on an exchange of convertible preferred stock for Securities and Warrants pursuant to the exchange offer by a Private Holder that is a foreign person entitled to an exemption from U.S. dividend withholding (an “Exempt Holder”). Other than with respect to amounts attributable to dividend arrearages, if any, Citi shall not withhold in connection with the exchange of convertible preferred stock for Securities and Warrants by a Private Holder that is not an Exempt Holder.

Annex B - 4
Citigroup Inc., a corporation organized and existing under the laws of the State of Delaware (the “Corporation”), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware thereof, does hereby certify:

The board of directors of the Corporation (the “Board of Directors”) or a duly authorized committee of the Board of Directors, in accordance with the Charter and bylaws of the Corporation and applicable law, adopted the following resolution on [March [    ], 2009] creating a series of [11,539] shares of stock of the Corporation, created from its blank check preferred stock authority, designated as “Series M Common Stock Equivalent”.

RESOLVED, that pursuant to the provisions of the Charter and the bylaws of the Corporation and applicable law, a series of stock, created from its blank check preferred stock authority, par value $1.00 per share, of the Corporation be and hereby is created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof, of the shares of such series, are as follows:

Part 1. Designation and Number of Shares; Fractional Shares.

(a) There is hereby created out of the authorized and unissued shares of preferred stock of the Corporation a series of stock designated as the “Series M Common Stock Equivalent” (the “Designated Stock”). The authorized number of shares of Designated Stock shall be [11,539].

(b) Each Holder of a fractional interest in a share of Designated Stock shall be entitled, proportionately, to all the rights, preferences and privileges of the Designated Stock (including the conversion, dividend, voting, redemption and liquidation rights contained in this Certificate of Designations).

1 Assumes exchange of $37.5 billion of USG and private preferred stock at a price equal to $3,250,000 per share of Series M Stock (1 million shares of Common Stock per one share of Series M stock).
Part 2. Standard Provisions. The Standard Provisions contained in Annex A attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this “Certificate of Designations” to the same extent as if such provisions had been set forth in full herein.

Part 3. Definitions. The following terms are used in this Certificate of Designations (including the Standard Provisions in Annex A hereto) as defined below:

(a) “Common Stock” means the common stock, par value $0.01 per share, of the Corporation, or any other shares of the capital stock of the Corporation into which such shares of common stock shall be reclassified or changed.

(b) “Dividend Payment Date” means [ , , , and ] of each year. The first Dividend Payment Date shall be [ ], 2009.

(c) “Junior Stock” means the Common Stock, and any other class or series of stock of the Corporation the terms of which expressly provide that it ranks junior to Designated Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation.

(d) “Liquidation Amount” means (i) from the Original Issue Date to but excluding the Second Dividend Payment Date, $10,000 per share of Designated Stock and (ii) from and including the Second Dividend Payment Date, $3,250,000 per share of Designated Stock.

(e) “Parity Stock” means any class or series of stock of the Corporation (other than Designated Stock) the terms of which do not expressly provide that such class or series shall rank senior or junior to Designated Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation (in each case without regard to whether dividends accrue cumulatively or non-cumulatively). Without limiting the foregoing, Parity Stock shall include the Corporation’s (i) [Adjustable Rate Cumulative Preferred Stock, Series Y; (ii) 5.321% Cumulative Preferred Stock, Series YY; (iii) 6.767% Cumulative Preferred Stock, Series YYY; (iv) 6.5% Non-Cumulative Convertible Preferred Stock, Series T; (v) 8.125% Non-Cumulative Preferred Stock, Series AA; (vi) 8.40% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E; (vii) 8.50% Non-Cumulative Preferred Stock, Series F; (viii) Fixed Rate Cumulative Perpetual Preferred Stock, Series H; (ix) Fixed Rate Cumulative Perpetual Preferred Stock, Series G; and (x) Fixed Rate Cumulative Perpetual Preferred Stock, Series I. For the avoidance of doubt, the Common Stock is not Parity Stock.

(f) “Signing Date” means the [insert date of Exchange Agreement], 2009.


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2 Intended to synch up with the Original Issue Date so that the dividend steps-up on the Second Dividend Payment Date six months from the Original Issue Date.

3 Assumes all private preferred close simultaneously.

Annex C - 2
(a) Whether the vote or consent of the Holders of a plurality, majority or other portion of the shares of Designated Stock and any Common Stock has been cast or given on any matter on which under Sections 10(a) or 10(b) of the Standard Provisions forming part of this Certificate of Designations the Holders of shares of Designated Stock are entitled to vote shall be determined by the Corporation by reference to a number of votes per share equal to the Conversion Rate (as defined in Section 2 of the Standard Provisions forming a part of this Certificate of Designations) in effect on the record date for such vote or consent.

(b) Whether the vote or consent of the Holders of a plurality, majority or other portion of the shares of Designated Stock and any Voting Parity Stock has been cast or given on any matter on which under Sections 10(c) and 10(d) of the Standard Provisions forming part of this Certificate of Designations the Holders of shares of Designated Stock are entitled to vote shall be determined by the Corporation by reference to the specified liquidation amount of the shares voted or covered by the consent as if the Corporation were liquidated on the record date for such vote or consent, if any, or, in the absence of a record date, on the date for such vote or consent.

(c) The Corporation shall aggregate any fractional interests in a share of Designated Stock with all other fractional interests having made the same voting or consent decision and shall count the number of whole votes resulting from such aggregation in accordance with the voting or consent decisions received.

[Remainder of Page Intentionally Left Blank]

Annex C - 3
IN WITNESS WHEREOF, Citigroup Inc. has caused this Certificate of Designations to be signed by Zion M. Shohet, its Treasurer and Head of Corporate Finance, this [   ]th day of [   ], 2009.

CITIGROUP INC.

By: 
Name: Zion M. Shohet
Title: Treasurer and Head of Corporate Finance

Annex C - 4
ANNEX A

STANDARD PROVISIONS

Section 1. General Matters. Each share of Designated Stock shall be identical in all respects to every other share of Designated Stock. The Designated Stock shall be perpetual. As described in Sections 3 and 4 below, the Designated Stock shall rank equally with Parity Stock and senior to Junior Stock as to its Liquidation Amount in the event of any dissolution, liquidation or winding up of the Corporation and, from and including the Second Dividend Payment Date, shall rank equally with Parity Stock and senior to Junior Stock with respect to the payment of dividends.

Section 2. Standard Definitions. As used herein with respect to Designated Stock:

“Affiliate” of any specified “Person” means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agent Members” has the meaning set forth in Section 19(c).

“Alternate Dividend Amount” has the meaning set forth in Section 3(c).

“Appropriate Federal Banking Agency” means the “appropriate Federal banking agency” with respect to the Corporation as defined in Section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. Section 1813(q)), or any successor provision.

“As-Converted Liquidation Amount” has the meaning set forth in Section 4(c).

“Board of Directors” has the meaning set forth in the recitals to the Certificate of Designations.

“Business Day” means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

“Bylaws” means the bylaws of the Corporation, as they may be amended from time to time.

“Certificate of Amendment” means the amendment to the Charter of the Corporation reflecting the Shareholder Approval.

“Certificate of Designations” means the Certificate of Designations, of which these Standard Provisions form a part, as it may be amended from time to time.

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“Charter” means the Corporation’s certificate or articles of incorporation, articles of association, or similar organizational document, as amended from time to time.

“Closing Price” of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price of the shares of the Common Stock on the New York Stock Exchange on such date. If the Common Stock is not traded on the New York Stock Exchange on any date of determination, the Closing Price of the Common Stock on such date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal U.S. national or regional securities exchange on which the Common Stock is so listed or quoted, or if the Common Stock is not so listed or quoted on a U.S. national or regional securities exchange, the last quoted bid price for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization, or, if that bid price is not available, the market price of the Common Stock on that date as determined by a nationally recognized investment banking firm (unaffiliated with the Corporation) retained by the Corporation for this purpose.

“Common Stock Dividend Amount” has the meaning set forth in Section 3(b).

“Constituent Person” has the meaning set forth in Section 9(a).

“Conversion Agent” means the “Transfer Agent” acting in its capacity as conversion agent for the Designated Stock, and its successors and assigns.

“Conversion Price” at any time means, for each share of Designated Stock, a dollar amount equal to $3,250,000 divided by the Conversion Rate (initially $3.25).

“Conversion Rate” means for each share of Designated Stock, 1,000,000 shares of Common Stock, subject to adjustment as set forth herein.

“Corporation” has the meaning set forth in the recitals to the Certificate of Designations.

“Current Market Price” per share of Common Stock on any day means the average of the “VWAP” per share of Common Stock on each of the 10 consecutive “Trading Days” ending on the earlier of the day in question and the day before the “Ex-date” or other specified date with respect to the issuance or distribution requiring such computation, appropriately adjusted to take into account the occurrence during such period of any event described in Section 8.

“Depositary” means The Depository Trust Company or its nominee or any successor depository appointed by the Corporation.

“Designated Stock” has the meaning set forth in Part 1.

“Dividend Period” has the meaning set forth in Section 3(d).

“Dividend Record Date” has the meaning set forth in Section 3(d).

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“Ex-date” when used with respect to any issuance or distribution, means the first date on which the shares of Common Stock or other securities trade without the right to receive an issuance or distribution.

“Exchange Property” has the meaning set forth in Section 9(a).

“Expiration Date” has the meaning set forth in Section 8(a)(iv).

“Expiration Time” has the meaning set forth in Section 8(a)(iv).

“Global Designated Stock” has the meaning set forth in Section 19(a).

“Holders” means the Persons in whose names the shares of the Designated Stock are registered, which may be treated by the Corporation, Transfer Agent, “Registrar”, paying agent and Conversion Agent as the absolute owners of the shares of Designated Stock for the purpose of making payment and settling the related conversions and for all other purposes.

“Liquidation Participation Amount” has the meaning set forth in Section 4(c).

“Liquidation Preference” has the meaning set forth in Section 4(a).

“Mandatory Conversion Date” means the later of (a) the fifth Business Day after the date on which the Shareholder Approval has been received and (b) the Original Issue Date.

“Market Disruption Event” means any of the following events that has occurred:

(i) any suspension of, or limitation imposed on, trading by any exchange or quotation system on which the Closing Price is determined pursuant to the definition of “Closing Price” (a “Relevant Exchange”) during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) and whether by reason of movements in price exceeding limits permitted by the Relevant Exchange, or otherwise relating to Common Stock or in futures or options contracts relating to the Common Stock on the Relevant Exchange;

(ii) any event (other than an event described in clause (iii) below) that disrupts or impairs (as determined by the Corporation in its reasonable discretion) the ability of market participants during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) in general to effect transactions in, or obtain market values for, the Common Stock on the Relevant Exchange or to effect transactions in, or obtain market values for, futures or options contracts relating to the Common Stock on the Relevant Exchange; or

(iii) the failure to open of the exchange on which futures or options contracts relating to the Common Stock, are traded or the closure of such exchange prior to its respective scheduled closing time for the regular trading session on such day (without

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regard to after hours or any other trading outside of the regular trading session hours) unless such earlier closing time is announced by such exchange at least one hour prior to the earlier of the actual closing time for the regular trading session on such day, and the submission deadline for orders to be entered into such exchange for execution at the actual closing time on such day.

“Officer” means the Chief Executive Officer, the Chairman, the Chief Administrative Officer, any Vice Chairman, the Chief Financial Officer, the Controller, the Chief Accounting Officer, the Treasurer and Head of Corporate Finance, any Assistant Treasurer, the General Counsel and Corporate Secretary and any Assistant Secretary of the Corporation.

“Officers’ Certificate” means a certificate signed (i) by the Chief Executive Officer, the Chairman, the Chief Administrative Officer, any Vice Chairman, the Chief Financial Officer, the Controller, the Chief Accounting Officer, or the Treasurer and Head of Corporate Finance and (ii) by any Assistant Treasurer, the General Counsel and Corporate Secretary or any Assistant Secretary of the Corporation, and delivered to the Conversion Agent.

“Original Issue Date” means the date on which shares of Designated Stock are first issued.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company, common trust fund or trust.

“Preferred Director” has the meaning set forth in Section 10(c).

“Preferred Directors” has the meaning set forth in Section 10(c).

“Preferred Stock” means any and all series of preferred stock of the Corporation, including the Designated Stock.

“Purchased Shares” has the meaning set forth in Section 8(a)(iv).

“Record Date” has the meaning set forth in Section 8(d).

“Registrar” means the Transfer Agent acting in its capacity as registrar for the Designated Stock, and its successors and assigns.

“Reorganization Event” has the meaning set forth in the definition of Market Disruption Event.

“Second Dividend Payment Date” has the meaning set forth in Section 9(a).

“Series M Common Stock Equivalent” has the meaning set forth in the recitals above.

“Share Dilution Amount” has the meaning set forth in Section 3(e).
“Shareholder Approval” means the approval by the stockholders of an amendment to the Charter of the Corporation to increase the number of authorized shares of Common Stock to permit the full conversion of the Designated Stock into Common Stock.


“Trading Day” means, for purposes of determining a VWAP or Closing Price per share of Common Stock or a Closing Price, a Business Day on which the Relevant Exchange (as defined in the definition of Market Disruption Event) is scheduled to be open for business and on which there has not occurred or does not exist a Market Disruption Event.

“Transfer Agent” means The Bank of New York Mellon acting as Transfer Agent, Registrar, paying agent and Conversion Agent for the Designated Stock, and its successors and assigns.

“Voting Parity Stock” means, with regard to any matter as to which the Holders of Designated Stock are entitled to vote as specified in Sections 10(c) of these Standard Provisions that form a part of the Certificate of Designations, any and all series of Parity Stock upon which like voting rights with respect to election of directors have been conferred and are exercisable with respect to such matter.

“VWAP” per share of the Common Stock on any Trading Day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg page C US <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on the relevant Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of Common Stock on such Trading Days determined, using a volume-weighted average method, by a nationally recognized investment banking firm (unaffiliated with the Corporation) retained for this purpose by the Corporation).

Section 3. Dividends.

(a) Rate. Holders of Designated Stock shall be entitled to receive, on each share of Designated Stock if, as and when declared by the Board of Directors or any duly authorized committee of the Board of Directors, but only out of assets legally available therefor, dividends and any other distributions, whether payable in cash, securities or any other form of property or assets, with respect to each Dividend Period (as defined below) in an amount determined as described in Sections 3(b) and 3(c) below.

(b) Subject to Section 3(a) above, for each Dividend Period from and including the Original Issue Date to but excluding the second Dividend Payment Date (the “Second Dividend Payment Date”), the Board of Directors may not declare and pay any dividend or make any distribution (including, but not limited to, regular quarterly dividends) in respect of Common Stock, whether payable in cash, securities or any other form of property or assets, unless the Board of Directors declares and pays to the Holders of the Designated Stock, at the same time and on the same terms as holders of Common Stock, an amount per share of Designated Stock equal to the product of (i) any per share dividend or distribution, as applicable, declared and paid or made in respect of each share of Common Stock and (ii) the then-current Conversion Rate (such product, the “Common Stock Dividend Amount”).

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Dividends paid on the Designated Stock pursuant to this Section 3(b) are non-cumulative. If the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof does not declare a dividend on the Designated Stock for any Dividend Period described in this Section 3(b) prior to the related Dividend Payment Date, that dividend shall not accrue, and the Corporation shall have no obligation to pay, and Holders shall have no right to receive, a dividend for that Dividend Period on the related Dividend Payment Date or at any future time, whether or not dividends on the Designated Stock or any series of preferred stock or common stock are declared for any subsequent Dividend Period with respect to the Designated Stock, Parity Stock, Junior Stock or any other class or series of authorized preferred stock of the Corporation. References herein to the “accrual” of non-cumulative dividends refer only to the determination of the amount of such dividend and do not imply that any right to a dividend arises prior to the date on which a dividend is declared.

(c) Subject to Section 3(a) above, for each Dividend Period from and including the Second Dividend Payment Date, cumulative cash dividends shall be payable in an amount equal to the greater of (i) the Common Stock Dividend Amount for the current Dividend Period and (ii) the Alternate Dividend Amount. The “Alternate Dividend Amount” shall equal the product of (1) the sum of (A) the Liquidation Amount plus (B) the amount of accrued and unpaid dividends for any prior Dividend Period from and including the Second Dividend Payment Date and (2) (u) a per annum rate of 9%, for the third Dividend Period; (v) a per annum rate of 11% for the fourth Dividend Period; (w) a per annum rate of 13% for the fifth Dividend Period; (x) a per annum rate of 15% for the sixth Dividend Period; (y) a per annum rate of 17% for the seventh Dividend Period; and (z) a per annum rate of 19% for the eighth Dividend Period and for each Dividend Period thereafter.

The dividends described in this Section 3(c) shall begin to accrue and be cumulative from and including the Second Dividend Payment Date, shall compound on each subsequent Dividend Payment Date (i.e., no dividends shall accrue on other dividends unless and until the Dividend Payment Date related to the third Dividend Period has passed without such other dividends having been paid on such date) and shall be payable quarterly in arrears on each Dividend Payment Date, commencing with the third Dividend Payment Date.

(d) In the event that any Dividend Payment Date would otherwise fall on a day that is not a Business Day, the dividend payment due on that date shall be postponed to the next day that is a Business Day and no additional dividends shall accrue as a result of that postponement. The period from and including any Dividend Payment Date related to the third Dividend Period has passed without such other dividends having been paid on such date) and shall be payable quarterly in arrears on each Dividend Payment Date, commencing with the third Dividend Payment Date.

Dividends that are payable on Designated Stock in respect of any Dividend Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of dividends payable on Designated Stock on any date prior to the end of a Dividend Period, [and for the initial Dividend Period,]¹ shall be computed on the basis of a 360-day year consisting of twelve 30-day months, and actual days elapsed over a 30-day month.

¹ Retain if the first Dividend Period is long or short.

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Dividends that are payable on Designated Stock on any Dividend Payment Date shall be payable to Holders of record of Designated Stock as they appear on the stock register of the Corporation on the applicable record date, which shall be the 15th calendar day immediately preceding such Dividend Payment Date or such other record date fixed by the Board of Directors or any duly authorized committee of the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date (each, a “Dividend Record Date”). Any such day that is a Dividend Record Date shall be a Dividend Record Date whether or not such day is a Business Day.

Holders of Designated Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on Designated Stock as specified in this Section 3 (subject to the other provisions of the Certificate of Designations).

(e) Priority of Dividends. From and including the Second Dividend Payment Date, so long as any share of Designated Stock remains outstanding, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock (other than dividends payable solely in shares of Common Stock or in shares of the same series of the Junior Stock for which the dividend is being paid) or Parity Stock, subject to the immediately following paragraph in the case of Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its subsidiaries unless all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, if applicable as provided in Section 3(c) above, dividends on such amount), on all outstanding shares of Designated Stock have been or are contemporaneously declared and paid in full (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the holders of shares of Designated Stock on the applicable record date). The foregoing limitation shall not apply to (i) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business (including purchases to offset the Share Dilution Amount as defined below) pursuant to a publicly announced repurchase plan) and consistent with past practice, provided that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount; (ii) purchases or other acquisitions by a broker-dealer subsidiary of the Corporation solely for the purpose of market-making, stabilization or customer facilitation transactions in Junior Stock or Parity Stock in the ordinary course of its business; (iii) purchases by a broker-dealer subsidiary of the Corporation of capital stock of the Corporation for resale pursuant to an offering by the Corporation of such capital stock underwritten by such broker-dealer subsidiary; (iv) any dividends or distributions of rights of Junior Stock in connection with a stockholders’ rights plan or any redemption or repurchase of rights pursuant to any stockholders’ rights plan; (v) the acquisition by the Corporation or any of its subsidiaries of

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record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than the Corporation or any of its subsidiaries), including as trustees or custodians; and (vi) the exchange or conversion of Junior Stock for or into other Junior Stock or of Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case in this clause (vi), solely to the extent required pursuant to binding contractual agreements entered into prior to the Signing Date or any subsequent agreement for the exercise, settlement or exchange thereof for Common Stock. “Share Dilution Amount” means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted accounting principles in the United States, and as measured from the date of the Corporation’s consolidated financial statements most recently filed with the Securities and Exchange Commission prior to the Original Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the holders thereof on the applicable record date) on any Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full upon Designated Stock and any shares of Parity Stock, all dividends declared on Designated Stock and all such Parity Stock and payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared pro rata so that the respective amounts of such dividends declared shall bear the same ratio to each other as all accrued and unpaid dividends per share on the shares of Designated Stock (including, if applicable as provided in Section 3(c) above, dividends on such amount) and all Parity Stock payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors or a duly authorized committee of the Board of Directors out of legally available funds and including, in the case of Parity Stock that bears cumulative dividends, all accrued but unpaid dividends) bear to each other. Any remaining accrued but unpaid cumulative dividends shall continue and be cumulative thereafter, shall compound on each subsequent Dividend Payment Date and shall be payable in arrears on each Dividend Payment Date, pursuant to Section 3(c) above. If the Board of Directors or a duly authorized committee of the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation shall provide written notice to the Holders of Designated Stock prior to such Dividend Payment Date.

Subject to the foregoing in this Section 3, and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any securities, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment, and Holders of Designated Stock shall not be entitled to participate in any such dividends.

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Section 4. Liquidation Rights.

(a) Voluntary or Involuntary Liquidation. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, Holders of Designated Stock shall be entitled to receive for each share of Designated Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock or any other Junior Stock or other stock of the Corporation ranking junior to Designated Stock as to such distribution, payment in full in an amount (the “Liquidation Preference”) equal to the sum of (x) the Liquidation Amount per share and (y) the amount of any accrued and unpaid dividends (including, if applicable as provided in Section 3(c) above, dividends on such amount), whether or not declared, to the date of payment.

(b) Partial Payment. If in any distribution described in Section 4(a) above the assets of the Corporation or proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Designated Stock and the corresponding amounts payable with respect to any other stock of the Corporation ranking equally with Designated Stock as to such distribution, Holders of Designated Stock and the holders of such other stock shall share ratably in any such distribution in proportion to the full respective distributions to which they are entitled.

(c) Residual Distributions. If the Liquidation Preference has been paid in full to all Holders of Designated Stock and the corresponding amounts payable with respect to any other stock of the Corporation ranking equally with Designated Stock as to such distribution has been paid in full, the holders of other stock of the Corporation shall be entitled to receive all remaining assets of the Corporation (or proceeds thereof) according to their respective rights and preferences; provided that if the amount of such assets or proceeds to be distributed with respect to a number of shares of Common Stock equal to the then-current Conversion Rate (the “As-Converted Liquidation Amount”) exceeds the Liquidation Preference, Holders of Designated Stock shall be entitled to receive, for each share of Designated Stock, an additional amount (the “Liquidation Participation Amount”) out of such assets or proceeds such that the As-Converted Liquidation Amount equals the sum of the Liquidation Preference plus the Liquidation Participation Amount, after making appropriate adjustment such that the holders of Designated Stock receive the same amount on an as-converted basis as the holders of a number of shares of Common Stock equal to the then-current Conversion Rate.

(d) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 4, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the Holders of Designated Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

Section 5. Optional Redemption. The Designated Stock shall not be redeemable either at the Corporation’s option or at the option of the Holders at any time.
Section 6. Mandatory Conversion on the Mandatory Conversion Date. Effective as of the close of business on the Mandatory Conversion Date with respect to any share of Designated Stock, such share of Designated Stock shall automatically convert into shares of Common Stock at the then-current Conversion Rate (subject to the conversion procedures of Section 7 below).

Section 7. Conversion Procedures.

(a) Effect of Mandatory Conversion Date. Effective immediately prior to the close of business on the Mandatory Conversion Date, dividends shall no longer be declared on any such converted shares of Designated Stock and such shares of Designated Stock shall cease to be outstanding, in each case, subject to the right of Holders to receive any (i) declared and unpaid dividends or distributions (with respect to dividends or distributions described in Section 3(b) above) on such shares, (ii) accrued and unpaid dividends or distributions (with respect to dividends or distributions described in Section 3(c) above) on such shares in an amount calculated as if the Mandatory Conversion Date were a Dividend Payment Date and (iii) any other payments to which they are otherwise entitled pursuant to the terms hereof.

(b) Rights Prior to Conversion. No allowance or adjustment, except pursuant to Section 8 below, shall be made in respect of dividends payable to holders of the Common Stock of record as of any date prior to the close of business on the Mandatory Conversion Date (except to the extent of the dividends described in Sections 3(b) and 3(c) above). Prior to the close of business on the Mandatory Conversion Date, shares of Common Stock issuable upon conversion of, or other securities issuable upon conversion of, any shares of Designated Stock shall not be deemed outstanding for any purpose, and Holders shall have no rights with respect to the Common Stock or other securities issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock or other securities issuable upon conversion and rights to receive any dividends or other distributions on the Common Stock or other securities issuable upon conversion) by virtue of holding shares of Designated Stock (except to the extent of the dividends described in Sections 3(b) and 3(c) above and the voting rights described in Section 10(a) below).

(c) Record Holder as of Conversion Date. The Person or Persons entitled to receive the Common Stock and/or cash, securities or other property issuable upon conversion of Designated Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock and/or securities as of the close of business on the Mandatory Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash, securities or other property to be issued or paid upon conversion of shares of Designated Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder (as of the close of business on the Mandatory Conversion Date) and in the manner shown on the records of the Corporation or, in the case of global certificates, through book-entry transfer through the “Depositary”.

Section 8. Anti-Dilution Adjustments.

(a) Adjustments. The Conversion Rate will be subject to adjustment, without duplication, under the following circumstances:
(i) the issuance of Common Stock as a dividend or distribution to all holders of Common Stock, or a subdivision or combination (including, without limitation, a reverse stock split) of Common Stock, in which event the Conversion Rate will be adjusted based on the following formula:

\[ CR' = CR_0 \times \frac{OS'}{OS_0} \]

where,

\[ CR_0 = \text{the Conversion Rate in effect at the close of business on the Record Date} \]
\[ CR' = \text{the Conversion Rate in effect immediately after the Record Date} \]
\[ OS_0 = \text{the number of shares of Common Stock outstanding at the close of business on the Record Date prior to giving effect to such event} \]
\[ OS' = \text{the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event} \]

Notwithstanding the foregoing, with respect to any dividend or distribution subject to Section 3(b) above (but only with respect to such dividend or distribution), no adjustment will be made for the issuance of Common Stock as a dividend or distribution to all holders of Common Stock that is made in lieu of a quarterly or annual cash dividend or distribution to such holders.

(ii) the issuance to all holders of Common Stock of certain rights or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights or warrants to purchase shares of Common Stock (or securities convertible into Common Stock) at less than (or having a conversion price per share less than) the Current Market Price as of the Record Date, in which event each Conversion Rate will be adjusted based on the following formula:

\[ CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y} \]

where,

\[ CR_0 = \text{the Conversion Rate in effect at the close of business on the Record Date} \]
\[ CR' = \text{the Conversion Rate in effect immediately after the Record Date} \]
\[ OS_0 = \text{the number of shares of Common Stock outstanding at the close of business on the Record Date} \]
\[ X = \text{the total number of shares of Common Stock issuable pursuant to such rights (or upon conversion of such securities)} \]

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However, the Conversion Rate will be readjusted to the extent that any such rights or warrants are not exercised prior to their expiration.

(iii) the dividend or other distribution to all holders of Common Stock of shares of capital stock of the Corporation (other than common stock) or evidences of its indebtedness or its assets (excluding any dividend, distribution or issuance covered by clauses (i) or (ii) above or (iv) or (v) below) in which event the Conversion Rate will be adjusted based on the following formula:

\[ CR_1 = CR_0 \times SP_0 / (SP_0 - FMV) \]

where,

- \( Y \) = the aggregate price payable to exercise such rights (or the conversion price for such securities paid upon conversion) divided by the average of the VWAP of the Common Stock over each of the ten consecutive Trading Days prior to the Business Day immediately preceding the announcement of the issuance of such rights

- \( CR_0 \) = the Conversion Rate in effect at the close of business on the Record Date

- \( CR_1 \) = the Conversion Rate in effect immediately after the Record Date

- \( SP_0 \) = the Current Market Price as of the Record Date

- \( FMV \) = the fair market value (as determined by the Board of Directors) on the Record Date of the shares of capital stock of the Corporation, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

However, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on Common Stock consists of shares of capital stock of the Corporation of, or similar equity interests in, a subsidiary or other business unit of the Corporation, (i.e., a spin-off) that are, or, when issued, will be, traded on a U.S. securities exchange or quoted on the Nasdaq Capital Market, then the Conversion Rate will instead be adjusted based on the following formula:

\[ CR_1 = CR_0 \times (FMV_0 + MP_0) / MP_0 \]

where,

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the Corporation or one or more of its subsidiaries makes purchases of Common Stock pursuant to a tender offer or exchange offer by the Corporation or a subsidiary of the Corporation for Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock validly tendered or exchanged exceeds the VWAP per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the “Expiration Date”), in which event the Conversion Rate will be adjusted based on the following formula:

\[ CR^1 = CR_0 \times \frac{(FMV + (SP^1 \times OS^1))}{(SP^1 \times OS_0)} \]

where,

\( CR_0 \) = the Conversion Rate in effect at the close of business on the expiration date

\( CR^1 \) = the Conversion Rate in effect immediately after the Expiration Date

\( FMV \) = the fair market value (as determined by the Board of Directors), on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the Expiration Date (the “Purchased Shares”)

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(b) Calculation of Adjustments. All adjustments to the Conversion Rate shall be calculated by the Corporation to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate will be required unless such adjustment would require an increase or decrease of at least one percent; provided, however, that any such minor adjustments that are not required to be made will be carried forward and taken into account in any subsequent adjustment, and provided further that any such adjustment of less than one percent that has not been made will be made upon (x) the end of each fiscal year of the Corporation and (y) the Mandatory Conversion Date.

(c) When No Adjustment Required.

(i) Except as otherwise provided in this Section 8, the Conversion Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing or for the repurchase of Common Stock.

(ii) No adjustment of the Conversion Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to the Corporation’s stockholder rights plan existing on the Signing Date, as amended, modified, or supplemented from time to time, or any newly adopted stockholder rights plans; provided, however, that to the extent that the Corporation (x) has a stockholder rights plan in effect on the Mandatory Conversion Date (including the Corporation’s rights plan, if any, existing on the date hereof) or (y) had a stockholder rights plan take effect after the Signing Date that is no longer in effect on the Mandatory Conversion Date and the rights under such plan were exercised, the Holder shall receive, in addition to the shares of Common Stock, the rights under such rights plan, unless, prior to the Mandatory Conversion Date, the rights have separated from the Common Stock, in which case the Conversion Rate will be adjusted at the time of separation as if the Corporation made a distribution to all holders of

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Common Stock of shares of capital stock of the Corporation or evidences of its indebtedness or its assets as described in Section 8 (a)(iii), subject to readjustment in the event of the expiration, termination or redemption of the rights of a stockholder rights plan in effect on the Mandatory Conversion Date.

(iii) No adjustment to the Conversion Rate need be made:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Corporation and the investment of additional optional amounts in Common Stock under any plan;

(B) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of its subsidiaries; or

(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Signing Date.

(iv) No adjustment to the Conversion Rate need be made for a transaction referred to in Section 8 (a)(i), (ii), (iii) or (iv) above if Holders may participate in the transaction on a basis and with notice that the Board of Directors determines to be fair and appropriate in light of the basis and notice on which holders of Common Stock participate in the transaction.

(v) No adjustment to the Conversion Rate need be made for a change in the par value of the Common Stock.

(vi) No adjustment to the Conversion Rate will be made to the extent that such adjustment would result in the Conversion Price being less than the par value of the Common Stock.

(vii) No adjustment to the Conversion Rate need be made for the issuance of shares of Common Stock, convertible securities, warrants, or rights to acquire shares of Common Stock (whether or not such rights are issued to employees of the Corporation) in the transactions described in the Transaction Outline filed as Exhibit 99.2 to the Corporation’s Current Report on Form 8-K dated February 27, 2009, or for the issuance of the shares of Common Stock pursuant to such convertible securities, warrants or rights.

(d) Record Date. For purposes of this Section 8, “Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).
(c) **Successive Adjustments.** After an adjustment to the Conversion Rate under this Section 8, any subsequent event requiring an adjustment under this Section 8 shall cause an adjustment to such Conversion Rate as so adjusted.

(f) **Multiple Adjustments.** For the avoidance of doubt, if an event occurs that would trigger an adjustment to the Conversion Rate pursuant to this Section 8 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder.

(g) **Notice of Adjustments.** Whenever a Conversion Rate is adjusted as provided under Section 8, the Corporation shall within 10 Business Days following the occurrence of an event that requires such adjustment (or if the Corporation is not aware of such occurrence, as soon as reasonably practicable after becoming so aware):

(i) compute the adjusted applicable Conversion Rate in accordance with Section 8 and prepare and transmit to the Conversion Agent an “Officers’ Certificate” setting forth the applicable Conversion Rate, as the case may be, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the applicable Conversion Rate was determined and setting forth the adjusted applicable Conversion Rate.

(h) **Conversion Agent.** The Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any facts exist that may require any adjustment of the applicable Conversion Rate or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Conversion Agent shall be fully authorized and protected in relying on any Officers’ Certificate delivered pursuant to Section 8(g) above and any adjustment contained therein and the Conversion Agent shall not be deemed to have knowledge of any adjustment unless and until it has received such certificate. The Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, that may at the time be issued or delivered with respect to any Designated Stock; and the Conversion Agent makes no representation with respect thereto. The Conversion Agent shall not be responsible for any failure of the Corporation to issue, transfer or deliver any shares of Common Stock pursuant to a the conversion of Designated Stock or to comply with any of the duties, responsibilities or covenants of the Corporation contained in this Section 8.

(i) **Fractional Shares.** No fractional shares of Common Stock will be issued to holders of the Designated Stock upon conversion. In lieu of fractional shares otherwise issuable, holders will be entitled to receive an amount in cash equal to the fraction of a share of Common Stock, calculated on an aggregate basis in respect of the shares of Designated Stock being converted, multiplied by the Closing Price of the Common Stock on the Trading Day immediately preceding the Mandatory Conversion Date.
Section 9. Adjustment for Reorganization Events.

(a) Reorganization Events. In the event of:

(i) any consolidation or merger of the Corporation with or into another person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for, or converted into, cash, securities other property of the Corporation or another corporation);

(ii) any sale, transfer, lease or conveyance to another person of all or substantially all the property and assets of the Corporation; or

(iii) any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or acquisition), any reclassification or any binding share exchange which reclassifies or changes its outstanding Common Stock;

each of which is referred to as a “Reorganization Event,” each share of the Designated Stock outstanding immediately prior to such Reorganization Event will, without the consent of the holders of the Designated Stock, become convertible into the kind and amount of securities, cash and other property (the “Exchange Property”) receivable in such Reorganization Event (without any interest thereon, and, solely with respect to dividends or distributions described in Section 3(b) above, without any right to dividends or distribution thereon which have a record date that is prior to the Mandatory Conversion Date) per share of Common Stock by a holder of Common Stock that is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Corporation and non-Affiliates; provided that if the Exchange Property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person other than a Constituent Person or an Affiliate thereof, then for the purpose of this Section 9(a), the Exchange Property receivable upon such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election). If the Mandatory Conversion Date follows a Reorganization Event, the Conversion Rate then in effect will be applied to the amount on the Mandatory Conversion Date of such Exchange Property received per share of Common Stock, as determined in accordance with this Section 9.

(b) Successive Reorganization Events. The above provisions of this Section 9 shall similarly apply to successive Reorganization Events and the provisions of Section 8 shall apply to any shares of capital stock of the Corporation (or any successor) received by the holders of the Common Stock in any such Reorganization Event.

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(c) **Reorganization Event Notice.** The Corporation (or any successor) shall, within 20 days of the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 9.

Section 10. **Voting Rights.**

(a) **General.** Each share of Designated Stock shall entitle the holder thereof to a number of votes equal to the Conversion Rate in effect on the record date for the vote or consent on all matters submitted to a vote of the stockholders of the Corporation; provided that the Holders of Designated Stock shall not be entitled to vote on any of the matters described in the Corporation’s Schedule 14As filed with the Securities and Exchange Commission on [ ], 2009 and [ ], 2009, except as required by applicable law.

(b) **Single Class.** Except as otherwise provided herein, in the Charter or by applicable law, the Holders of shares of Designated Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) **Preferred Stock Directors.** Whenever, at any time or times, from and including the Second Dividend Payment Date, dividends payable on the shares of Designated Stock have not been paid for an aggregate of six quarterly Dividend Periods or more, whether or not consecutive, the authorized number of directors of the Corporation shall automatically be increased by two and the holders of the Designated Stock shall have the right, with holders of shares of any one or more other classes or series of Voting Parity Stock outstanding at the time, voting together as a class, to elect two directors (hereinafter the “Preferred Directors” and each a “Preferred Director”) to fill such newly created directorships at the Corporation’s next annual meeting of stockholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of stockholders until all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period (including, if applicable as provided in Section 3(c) above, dividends on such amount), on all outstanding shares of Designated Stock have been declared and paid in full at which time such right shall terminate with respect to the Designated Stock, except as herein or by law expressly provided, subject to revesting in the event of each and every subsequent default of the character above mentioned: provided that it shall be a qualification for election for any Preferred Director that the election of such Preferred Director shall not cause the Corporation to violate any corporate governance requirements of any securities exchange or other trading facility on which securities of the Corporation may then be listed or traded that listed or traded companies must have a majority of independent directors. Upon any termination of the right of the Holders of shares of Designated Stock and Voting Parity Stock as a class to vote for directors as provided above, the Preferred Directors shall cease to be qualified as directors, the term of office of all Preferred Directors then in office shall terminate immediately, and the authorized number of directors shall be reduced by the number of Preferred Directors elected pursuant hereto. Any Preferred Director may be removed at any time, without cause, and any vacancy created thereby may be filled, only by the affirmative vote of the Holders of a majority of the shares of Designated Stock at the time outstanding voting separately as a class together with the holders of shares of Voting Parity Stock, to the extent the voting rights of such holders described above are

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then exercisable. If the office of any Preferred Director becomes vacant for any reason other than removal from office as aforesaid, the remaining Preferred Director may choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred.

(d) Class Voting Rights as to Particular Matters. So long as any shares of Designated Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Charter, the vote or consent of the Holders of at least 66\(\frac{2}{3}\)% of the shares of Designated Stock at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) Authorization of Senior Stock. Any amendment or alteration of the Certificate of Designations for the Designated Stock or the Charter to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to Designated Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Corporation;

(ii) Amendment of Designated Stock. Any amendment, alteration or repeal of any provision of the Certificate of Designations for the Designated Stock or the Charter (including, unless no vote on such merger or consolidation is required by Section 10(d)(iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Designated Stock; or

(iii) Share Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding share exchange or reclassification involving the Designated Stock, or of a merger or consolidation of the Corporation with another corporation or other entity, unless in each case (x) the shares of Designated Stock remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent that is an entity organized and existing under the laws of the United States of America, any state thereof or the District of Columbia and that is a corporation for U.S. federal income tax purposes (or if such entity is not a corporation, the Corporation having received an opinion of nationally recognized counsel experienced in such matters to the effect that Holders will be subject to tax for U.S. federal income tax purposes with respect to such new preference securities after such merger or consolidation in the same manner as would have been the case under the Designated Stock prior to such merger or consolidation), and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Designated Stock immediately prior to such consummation, taken as a whole;
provided, however, that the Holders of Designated Stock shall not be entitled to vote on any of the matters described in the Corporation’s Schedule 14As filed with the Securities and Exchange Commission on [ ], 2009 and [ ], 2009, except as required by applicable law; and provided further that for all purposes of this Section 10(d), any increase in the amount of the authorized preferred stock of the Corporation, including any increase in the authorized amount of Designated Stock necessary to satisfy preemptive or similar rights granted by the Corporation to other persons prior to the Signing Date, or the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any series of preferred stock, or any securities convertible into or exchangeable or exercisable for any series of preferred stock, ranking equally with and/or junior to Designated Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Corporation shall not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the holders of outstanding shares of the Designated Stock.

(e) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Designated Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules that the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which Designated Stock is listed or traded at the time.

Section 11. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the record Holder of any share of Designated Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such Transfer Agent shall be affected by any notice to the contrary.

Section 12. Rank. Notwithstanding anything set forth in the Charter or this Certificate of Designations to the contrary, the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof, without the vote of the Holders, may authorize and issue additional shares of Junior Stock or Parity Stock.

Section 13. Listing. The Corporation hereby covenants and agrees that it will use its reasonable best efforts to list and keep listed the Designated Stock on the New York Stock Exchange or another national securities exchange or automated quotation system, if permitted by the rules of such exchange or automated quotation system.

Section 14. Repurchase. Subject to the limitations imposed herein, the Corporation may purchase and sell Designated Stock from time to time to such extent, in such manner, and upon such terms as the Board of Directors, the Preferred Stock Committee or any other duly authorized committee thereof may determine; provided, however, that the Corporation shall not use any of its funds for any such purchase when there are reasonable grounds to believe that the Corporation is, or by such purchase would be, rendered insolvent; provided, further, however, that in the event that the Corporation beneficially owns any Designated Stock, the Corporation will procure that voting rights in respect of such Designated Stock are not exercised.
Section 15. **No Preemptive Rights.** No share of Designated Stock shall have any rights of preemption whatsoever as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

Section 16. **Notice of Shareholder Approval.** The Corporation shall notify the Holders of the status of the Shareholder Approval on the Business Day immediately succeeding the date on which the Shareholder Approval has been received or the date on which the Shareholder Approval has been sought but not received, as applicable.

Section 17. **No Sinking Fund.** Shares of Designated Stock are not subject to the operation of a sinking fund.

Section 18. **Reservation of Common Stock.**

   (a) **Sufficient Shares.** In order to cause an effective date no later than 5 Business Days following the Shareholder Approval, the Corporation shall file the Certificate of Amendment with the Secretary of State of the State of Delaware as soon as practicable after the date of the Shareholder Approval. Following receipt of the Shareholder Approval, the Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Corporation, solely for issuance upon the conversion of shares of Designated Stock as provided in this Certificate of Designations, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Designated Stock then outstanding at the then-current Conversion Price. For purposes of this Section 18(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Designated Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

   (b) **Use of Acquired Shares.** Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Designated Stock, as herein provided, shares of Common Stock acquired by the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

   (c) **Free and Clear Delivery.** All shares of Common Stock delivered upon conversion of the Designated Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

   (d) **Compliance with Law.** Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Designated Stock, the Corporation shall use

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its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such
securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(e) Listing. The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the New York
Stock Exchange or any other national securities exchange or automated quotation system, the Corporation will, if permitted by the
rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such
exchange or automated quotation system, all the Common Stock issuable upon conversion of the Designated Stock; provided,
however, that if the rules of such exchange or automated quotation system require the Corporation to defer the listing of such
Common Stock until the mandatory conversion of Designated Stock into Common Stock in accordance with the provisions hereof,
the Corporation covenants to list such Common Stock issuable upon conversion of the Designated Stock in accordance with the
requirements of such exchange or automated quotation system at such time.

Section 19. Transfer Agent, Conversion Agent, Registrar and Paying Agent.

The duly appointed Transfer Agent, Conversion Agent, Registrar and paying agent for the Designated Stock shall be The Bank
of New York Mellon. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement
between the Corporation and the Transfer Agent; provided that the Corporation shall appoint a successor transfer agent who shall
accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall
send notice thereof to the Holders.

Section 20. Form.

(a) Global Designated Stock. Designated Stock may be issued in the form of one or more permanent global shares of Designated
Stock in definitive, fully registered form with a global legend in substantially the form attached hereto as Exhibit A (each, a “Global
Designated Stock”), which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Global
Designated Stock may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the
Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the
Corporation). The aggregate number of shares represented by each Global Designated Stock may from time to time be increased or
decreased by adjustments made on the records of the Registrar and the Depositary or its nominee as hereinafter provided. This
Section 20(a) shall apply only to a Global Designated Stock deposited with or on behalf of the Depositary.

(b) Delivery to Depositary. If Global Designated Stock is issued, the Corporation shall execute and the Registrar shall, in
accordance with this Section 20, countersign and deliver initially one or more Global Designated Stock that (i) shall be registered in
the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Registrar to the Depositary or pursuant
to instructions received from the Depositary or held by the Registrar as custodian for the Depositary pursuant to an agreement
between the Depositary and the Registrar.

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(c) **Agent Members.** If Global Designated Stock is issued, members of, or participants in, the Depositary (“Agent Members”) shall have no rights under this Certificate of Designations with respect to any Global Designated Stock held on their behalf by the Depositary or by the Registrar as the custodian of the Depositary or under such Global Designated Stock, and the Depositary may be treated by the Corporation, the Registrar and any agent of the Corporation or the Registrar as the absolute owner of such Global Designated Stock for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Designated Stock. If Global Designated Stock is issued, the Depositary may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Designated Stock, this Certificate of Designations or the Charter.

(d) **Physical Certificates.** Owners of beneficial interests in any Global Designated Stock shall not be entitled to receive physical delivery of certificated shares of Designated Stock, unless (x) the Depositary has notified the Corporation that it is unwilling or unable to continue as Depositary for the Global Designated Stock and the Corporation does not appoint a qualified replacement for the Depositary within 90 days, (y) the Depositary ceases to be a “clearing agency” registered under the Securities Exchange Act of 1934, as amended, and the Corporation does not appoint a qualified replacement for the Depositary within 90 days or (z) the Corporation decides to discontinue the use of book-entry transfer through the Depositary. In any such case, the Global Designated Stock shall be exchanged in whole for definitive shares of Designated Preferred Stock in registered form, with the same terms and of an equal aggregate Liquidation Preference. Such definitive shares of Designated Stock shall be registered in the name or names of the Person or Persons specified by the Depositary in a written instrument to the Registrar.

(e) **Signature.** An “Officer” shall sign any Global Designated Stock for the Corporation, in accordance with the Corporation’s Bylaws and applicable law, by manual or facsimile signature. If an Officer whose signature is on a Global Designated Stock no longer holds that office at the time the Transfer Agent countersigned the Global Designated Stock, the Global Designated Stock shall be valid nevertheless. A Global Designated Stock shall not be valid until an authorized signatory of the Transfer Agent manually countersigns Global Designated Stock. Each Global Designated Stock shall be dated the date of its countersignature.

Section 21. **Replacement Certificates.** The Corporation shall replace any mutilated certificate at the Holder’s expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost together with any indemnity that may be reasonably required by the Corporation; provided that if physical certificates are issued, the Corporation shall not be required to issue any certificates representing the Designated Stock on or after the Mandatory Conversion Date. In place of the delivery of a replacement certificate following the Mandatory Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described in the second sentence above, shall deliver the shares of Common Stock pursuant to the terms of the Designated Stock formerly evidenced by the certificate.
Section 22. Taxes

(a) Transfer Taxes. The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Designated Stock or shares of Common Stock or other securities issued on account of Designated Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Designated Stock, shares of Common Stock or other securities in a name other than that in which the shares of Designated Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Designated Stock (and on the shares of Common Stock received upon their conversion) shall be subject to withholding and backup withholding of tax to the extent required by law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by Holders.

Section 23. Notices. All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of (a) receipt thereof or (b) for notices sent within the United States, three Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of this Certificate of Designations) with postage prepaid or (c) for notices sent outside the United States, two Business Days after the sending thereof if sent by recognized next day courier service, addressed: (i) if to the Company, to its office at 399 Park Avenue, New York, New York 10043 (Attention: Corporate Secretary) or to the Transfer Agent at its office at Newport Office Center VII, 480 Washington Boulevard, 29th Floor, Jersey City, NJ 07310 (Attention: Kieran McGovern), or other agent of the Company designated as permitted by this Certificate of Designations, or (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company (which may include the records of the Transfer Agent) or (iii) to such other address and by such other means as the Company or any such Holder, as the case may be, shall have designated by notice similarly given. Notwithstanding the foregoing, if shares of Designated Stock are issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the Holders of Designated Stock in any manner permitted by such facility.

Section 24. Other Rights. The shares of Designated Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional, preemptive or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.
[THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS. ]

Certificate Number 1

Number of Shares of Series M Common Stock Equivalent

CITIGROUP INC.

Series M Common Stock Equivalent
(par value $1.00 per share)
(liquidation amount as specified below)

Citigroup Inc., a Delaware corporation (the “Company”), hereby certifies that [ ] (the “Holder”), is the registered owner of [ ] ([ ] ) fully paid and non-assessable shares of the Company’s designated Series M Common Stock Equivalent, with a par value of $1.00 per share and a liquidation amount of (i) $10,000 per share from and including the Original Issue Date to but excluding the Second Dividend Payment Date and (ii) $3,250,000 per share from and including the Second Dividend Payment Date (the “Series M Stock”). The shares of Series M Stock are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series M Stock represented hereby are and shall in all respects be subject to the provisions of the Certificate of Designations dated March [ ], 2009 as the same may be amended from time to time (the “Certificate of Designations”). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Company will provide a copy of the Certificate of Designations to a Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Series M Stock set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, these shares of Series M Stock shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

5 Applicable to UST security only.

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IN WITNESS WHEREOF, this certificate has been executed on behalf of the Company by its Treasurer and Head of Corporate Finance and countersigned by an Assistant Secretary this [   ]th day of [   ], 2009.

CITIGROUP INC.

By: ________________________________
Name: Zion Shohe
Title: Treasurer and Head of Corporate Finance

By: ________________________________
Name: Michael J. Tarpley
Title: Assistant Secretary

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REGISTRAR’S COUNTERSIGNATURE

These are shares of Series M Stock referred to in the within-mentioned Certificate of Designations.

Dated: [    ], 2009

THE BANK OF NEW YORK MELLON, as Registrar

By: ________________________________
Name: ______________________________
Title: _______________________________

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REVERSE OF CERTIFICATE

Dividends on each share of Series M Stock shall be payable at the applicable rate provided in the Certificate of Designations.

The shares of Series M Stock shall be convertible in the manner and accordance with the terms set forth in the Certificate of Designations.

The Company shall furnish without charge to each holder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series M Stock evidenced hereby to:

__________________________________________________________________________________________
(Insert assignee’s social security or taxpayer identification number, if any)

__________________________________________________________________________________________
(Insert address and zip code of assignee)

and irrevocably appoints:

__________________________________________________________________________________________

as agent to transfer the shares of Series M Stock evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date:
Signature:

(Sign exactly as your name appears on the other side of this Certificate)

Signature Guarantee:

(Signature must be guaranteed by an “eligible guarantor institution” that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

Annex C - 1
FORM OF OPINION

1. the Company’s due authorization, execution and delivery of the Transaction Documents;
2. the Company’s power to perform its obligations under the Transaction Documents;
3. the enforceability of the Transaction Documents against the Company; and
4. the due and valid issuance of the Exchange Interim Securities, the Exchange Common Shares, the Warrant and the Warrant Shares.

Customary exceptions and assumptions may be set forth in any opinion letter delivered in connection with this Agreement.

Annex D - 1
FORM OF WARRANT TO PURCHASE COMMON STOCK

[THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.]

WARRANT
to purchase

[            ]
Shares of Common Stock
of CITIGROUP INC.

Issue Date: [            ], 2009

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated.

   “Affiliate” has the meaning ascribed to it in the Exchange Agreement.

   “Appraisal Procedure” means a procedure whereby two independent appraisers, one chosen by the Company and one by the Original Warrantholder, shall mutually agree upon the determinations then the subject of appraisal. Each party shall deliver a notice to the other appointing its appraiser within 15 days after the Appraisal Procedure is invoked. If within 30 days after appointment of the two appraisers they are unable to agree upon the amount in question, a third independent appraiser shall be chosen within 10 days thereafter by the mutual consent of such first two appraisers. The decision of the third appraiser so

6 Applicable to UST warrant only.

Annex E - 1
appointed and chosen shall be given within 30 days after the selection of such third appraiser. If three appraisers shall be appointed and the determination of one appraiser is disparate from the middle determination by more than twice the amount by which the other determination is disparate from the middle determination, then the determination of such appraiser shall be excluded, the remaining two determinations shall be averaged and such average shall be binding and conclusive upon the Company and the Original Warrantholder; otherwise, the average of all three determinations shall be binding upon the Company and the Original Warrantholder. The costs of conducting any Appraisal Procedure shall be borne by the Company.

“Board of Directors” means the board of directors of the Company, including any duly authorized committee thereof.

“business day” means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

“Capital Stock” means (A) with respect to any Person that is a corporation or company, any and all shares, interests, participations or other equivalents (however designated) of capital or capital stock of such Person and (B) with respect to any Person that is not a corporation or company, any and all partnership or other equity interests of such Person.

“Charter” means, with respect to any Person, its certificate or articles of incorporation, articles of association, or similar organizational document.

“Common Stock” has the meaning ascribed to it in the Exchange Agreement.

“Company” means Citigroup Inc., a corporation organized and existing under the laws of the State of Delaware.

“Constituent Person” has the meaning set forth in Section 14(a).


“Exchange Agreement” means the Exchange Agreement, dated as of March [ ], 2009, as amended from time to time, between the Company and the Original Warrantholder, including all annexes and schedules thereto.

“Exchange Property” has the meaning set forth in Section 14(a).

“Exercise Price” has the meaning set forth in Section 2.

Annex E - 2
“Exercise Rate” has the meaning set forth in Section 2.

“Expiration Time” has the meaning set forth in Section 3.

“Fair Market Value” means, with respect to any security or other property, the fair market value of such security or other property as determined by the Board of Directors, acting in good faith or, with respect to Section 15, as determined by the Original Warrantholder acting in good faith. For so long as the Original Warrantholder holds this Warrant or any portion thereof, it may object in writing to the Board of Directors’ calculation of fair market value within 10 days of receipt of written notice thereof. If the Original Warrantholder and the Company are unable to agree on fair market value during the 10-day period following the delivery of the Original Warrantholder’s objection, the Appraisal Procedure may be invoked by either party to determine Fair Market Value by delivering written notification thereof not later than the 30th day after delivery of the Original Warrantholder’s objection.

“Initial Exercise Date” has the meaning set forth in Section 3.

“Issue Date” means the date set forth on the first page of this Warrant.

“Market Price” means, with respect to a particular security, on any given day, the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the last closing bid and ask prices regular way, in either case on the principal national securities exchange on which the applicable securities are listed or admitted to trading, or if not listed or admitted to trading on any national securities exchange, the average of the closing bid and ask prices as furnished by two independent members of the Financial Industry Regulatory Authority, Inc. selected from time to time by the Company for that purpose. “Market Price” shall be determined without reference to after hours or extended hours trading. If such security is not listed and traded in a manner that the quotations referred to above are available for the period required hereunder, the Market Price per share of Common Stock shall be deemed to be (i) in the event that any portion of the Warrant is held by the Original Warrantholder, the fair market value per share of such security as determined in good faith by the Original Warrantholder or (ii) in all other circumstances, the fair market value per share of such security as determined in good faith by the Board of Directors in reliance on an opinion of a nationally recognized independent investment banking corporation retained by the Company for this purpose and certified in a resolution to the Warrantholder. For the purposes of determining the Market Price of the Common Stock on the “trading day” preceding, on or following the occurrence of an event, (i) that trading day shall be deemed to commence immediately after the regular scheduled closing time of trading on the New York Stock Exchange or, if trading is closed at an earlier time, such earlier time and (ii) that trading day shall end at the next regular scheduled closing time, or if trading is closed at an earlier time.
time, such earlier time (for the avoidance of doubt, and as an example, if the Market Price is to be determined as of the last trading
day preceding a specified event and the closing time of trading on a particular day is 4:00 p.m. and the specified event occurs at 5:00
p.m. on that day, the Market Price would be determined by reference to such 4:00 p.m. closing price).

“Original Warrantholder” means [            ]. Any actions specified to be taken by the Original Warrantholder hereunder may
only be taken by such Person and not by any other Warrantholder.

“Person” has the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the
Exchange Act.

“Record Date” has the meaning set forth in Section 13(a).

“Reorganization Event” has the meaning set forth in Section 14(a).

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations
promulgated thereunder.

“Series M Certificate of Designations” has the meaning set forth in Section 13(g).

“Series M Securities” means the Series M Common Stock Equivalent of the Company issued on [            ], 2009.

“Shareholder Approval” means a vote of the Company’s shareholders authorizing an amendment of the Company’s charter
increasing the authorized Common Stock to permit the conversion of all Series M Securities into Common Stock.

“Shares” means shares of Common Stock to which the Warrantholder is entitled pursuant to this Warrant.

“Signing Date” means the date of the Exchange Agreement.

“trading day” means (A) if the shares of Common Stock are not traded on any national or regional securities exchange or
association or over-the-counter market, a business day or (B) if the shares of Common Stock are traded on any national or regional
securities exchange or association or over-the-counter market, a business day on which such relevant exchange or quotation system is
scheduled to be open for business and on which the shares of Common Stock (i) are not suspended from trading on any national or
regional securities exchange or association or over-the-counter market for any period or periods aggregating one

Annex E - 4
half hour or longer; and (ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the shares of Common Stock.

“U.S. GAAP” means United States generally accepted accounting principles.

“VWAP” per share of the Common Stock on any trading day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg page C US <equity> AQR (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant trading day until the close of trading on the relevant trading day (or if such volume-weighted average price is unavailable, the market price of one share of Common Stock on such trading day determined, using a volume-weighted average method, by a nationally recognized investment banking firm (unaffiliated with the Company) retained for this purpose by the Company).

“Warrantholder” has the meaning set forth in Section 2.

“Warrant” means this Warrant, issued pursuant to the Exchange Agreement.

2. Number of Shares; Exercise Price. This certifies that, for value received, the Original Warrantholder or its permitted assigns (the “Warrantholder”) is entitled, upon the terms and subject to the conditions hereinafter set forth, to acquire from the Company, in whole or in part, up to an aggregate of the number of fully paid and nonassessable shares of Common Stock (the “Exercise Rate”) equal to the product of (A) the number of Series M Securities issued to the Original Warrantholder multiplied by (B) the quotient of (x) 790,000,000 divided by (y) the aggregate number of shares of Series M Securities outstanding at the close of business on the second business day immediately preceding the Initial Exercise Date (as defined below), at a purchase price per share of Common Stock equal to $0.01 (the “Exercise Price”). The Company shall notify the Warrantholder of the Exercise Rate determined in accordance with this Section 2 on the business day immediately succeeding the date of such determination. The Exercise Rate is subject to adjustment as provided herein, and all references to “Common Stock,” “Shares” and “Exercise Rate” herein shall be deemed to include any such adjustment or series of adjustments.

3. Exercise of Warrant; Term; Termination. Subject to Sections 2 and 3(b), to the extent permitted by applicable laws and regulations, the right to purchase the Shares shall be exercisable in whole or in part by the Warrantholder, at any time or from time to time on or after [insert date six months from issue date], 2009 (the “Initial Exercise Date”), but in no event later than 5:00 p.m., New York City time on the tenth anniversary of the Issue Date (the “Expiration Time”), by
(A) the surrender of this Warrant and Notice of Exercise annexed hereto, duly completed and executed on behalf of the
Warrantholder, at the principal executive office of the Company located at 399 Park Avenue, New York, NY 10022 (or such other
office or agency of the Company in the United States as it may designate by notice in writing to the Warrantholder at the address of
the Warrantholder appearing on the books of the Company), and (B) payment of the Exercise Price for the Shares thereby purchased:

   (i) by having the Company withhold, from the shares of Common Stock that would otherwise be delivered to the
Warrantholder upon such exercise, shares of Common Stock issuable upon exercise of the Warrant equal in value to the
aggregate Exercise Price as to which this Warrant is so exercised based on the Market Price of the Common Stock on the trading
day on which this Warrant is exercised and the Notice of Exercise is delivered to the Company pursuant to this Section 3, or

   (ii) with the consent of both the Company and the Warrantholder, by tendering in cash, by certified or cashier’s check
payable to the order of the Company, or by wire transfer of immediately available funds to an account designated by the
Company.

If the Warrantholder does not exercise this Warrant in its entirety, the Warrantholder will be entitled to receive from the
Company within a reasonable time, and in any event not exceeding three business days, a new warrant in substantially identical form
for the purchase of that number of Shares equal to the difference between the number of Shares subject to this Warrant and the
number of Shares as to which this Warrant is so exercised.

   (b) The right of the Warrantholder to exercise this Warrant shall automatically terminate and become null and void upon the
adjournment of the annual or special meeting of the Company at which Shareholder Approval is sought and received.

4. Issuance of Shares; Authorization; Listing. Certificates for Shares issued upon exercise of this Warrant will be issued in such name
or names as the Warrantholder may designate and will be delivered to such named Person or Persons within a reasonable time, not to
exceed three business days after the date on which this Warrant has been duly exercised in accordance with the terms of this Warrant.
The Company hereby represents and warrants that any Shares issued upon the exercise of this Warrant in accordance with the
provisions of Section 3 will be duly and validly authorized and issued, fully paid and nonassessable and free from all taxes, liens and
charges (other than liens or charges created by the Warrantholder, income and franchise taxes incurred in connection with the exercise
of the Warrant or taxes in respect of any transfer occurring contemporaneously therewith). The Company agrees that the Shares so

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issued will be deemed to have been issued to the Warrantholder as of the close of business on the date on which this Warrant and payment of the Exercise Price are delivered to the Company in accordance with the terms of this Warrant, notwithstanding that the stock transfer books of the Company may then be closed or certificates representing such Shares may not be actually delivered on such date. The Company will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of providing for the exercise of this Warrant, the aggregate number of shares of Common Stock then issuable upon exercise of this Warrant at any time. No later than the Initial Exercise Date, the Company will (A) procure, at its sole expense, the listing of the Shares issuable upon exercise of this Warrant at any time, subject to issuance or notice of issuance, on all principal stock exchanges on which the Common Stock is then listed or traded and (B) maintain such listings of such Shares at all times after issuance. The Company will use reasonable best efforts to ensure that the Shares may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the Shares are listed or traded.

5. No Fractional Shares or Scrip. No fractional Shares or scrip representing fractional Shares shall be issued upon any exercise of this Warrant. In lieu of any fractional Share to which the Warrantholder would otherwise be entitled, the Warrantholder shall be entitled to receive a cash payment equal to the applicable fraction of the Market Price of the Common Stock on the last trading day preceding the date of exercise less the applicable fraction of the Exercise Price for such fractional share.

6. No Rights as Stockholders; Transfer Books. This Warrant does not entitle the Warrantholder to any voting rights or other rights as a stockholder of the Company prior to the date of exercise hereof. The Company will at no time close its transfer books against transfer of this Warrant in any manner which interferes with the timely exercise of this Warrant.

7. Charges, Taxes and Expenses. Issuance of certificates for Shares to the Warrantholder upon the exercise of this Warrant shall be made without charge to the Warrantholder for any applicable issue or transfer tax or other incidental expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company.

8. Transfer/Assignment. This Warrant and all rights hereunder are transferable, in whole or in part, upon the books of the Company by the registered holder hereof in person or by duly authorized attorney, and one or more new warrants shall be prepared and delivered by the Company, of the same tenor and date as this Warrant and providing for the right to purchase the same aggregate number of shares of Common Stock as the Warrant is then exercisable for, but each registered in the name of one or more transferees, upon surrender of this Warrant, duly endorsed, to the office or agency of the Company described in

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Section 3. All expenses (other than stock transfer taxes) and other charges payable in connection with the preparation, execution and delivery of the new warrants pursuant to this Section 8 shall be paid by the Company.

9. Exchange and Registry of Warrant. This Warrant is exchangeable, upon the surrender hereof by the Warrantholder to the Company, for a new warrant or warrants of like tenor and representing the right to purchase the same aggregate number of Shares. The Company shall maintain a registry showing the name and address of the Warrantholder as the registered holder of this Warrant. This Warrant may be surrendered for exchange or exercise in accordance with its terms, at the office of the Company, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

10. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in the case of any such loss, theft or destruction, upon receipt of a bond, indemnity or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Warrant, the Company shall make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new warrant of like tenor and representing the right to purchase the same aggregate number of Shares as provided for in such lost, stolen, destroyed or mutilated Warrant.

11. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding day that is a business day.

12. Rule 144 Information. The Company covenants that it will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Warrantholder, make publicly available such information as necessary to permit sales pursuant to Rule 144 under the Securities Act), and it will use reasonable best efforts to take such further action as any Warrantholder may reasonably request, in each case to the extent required from time to time to enable such holder to, if permitted by the terms of this Warrant and the Exchange Agreement, sell this Warrant without registration under the Securities Act within the limitation of the exemptions provided by (A) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (B) any successor rule or regulation hereafter adopted by the SEC. Upon the written request of any Warrantholder, the Company will deliver to such Warrantholder a written statement that it has complied with such requirements.

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(a) The Exercise Rate shall be subject to adjustment from time to time due to a combination (including without limitation a reverse stock split) of Common Stock, in which event the Exercise Rate will be adjusted based on the following formula:

\[ ER^I = ER_0 \times \left( \frac{OS^I}{OS_0} \right) \]

where,

- \( ER_0 \) = the Exercise Rate in effect at the close of business on the Record Date
- \( ER^I \) = the Exercise Rate in effect immediately after the Record Date
- \( OS_0 \) = the number of shares of Common Stock outstanding at the close of business on the Record Date prior to giving effect to such event
- \( OS^I \) = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event

(b) When No Adjustment Required.
(i) The Exercise Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing or for the repurchase of Common Stock.

(ii) No adjustment of the Exercise Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to the Company’s stockholder rights plan existing on the Signing Date, as amended, modified, or supplemented from time to time, or any newly adopted stockholder rights plans; provided, however, that to the extent that the Company has a stockholder rights plan in effect on the date on which this Warrant is exercised (including the Company’s rights plan, if any, existing on the Signing Date), the Warrantholder shall receive, in addition to the shares of Common Stock, the rights under such rights plan. In the event that the Company proposes to distribute rights under any stockholder rights plan after the Initial Exercise Date, the Company shall give notice to the Warrantholder, in the manner set forth in Section 13(g).
(iii) No adjustment to the Exercise Rate need be made:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in Common Stock under any plan;

(B) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its subsidiaries; or

(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Signing Date.

(iv) No adjustment to the Exercise Rate need be made for a change in the par value of the Common Stock.

(v) No adjustment to the Exercise Rate need be made for the issuance of shares of Common Stock, convertible securities, warrants, or rights to acquire shares of Common Stock (whether or not such rights are issued to employees of the Company) in the transactions described in the Transaction Outline filed as Exhibit 99.2 to the Company’s Current Report on Form 8-K dated February 27, 2009, or for the issuance of the shares of Common Stock pursuant to such convertible securities, warrants or rights.

(c) Record Date. For purposes of this Section 13, “Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(d) Successive Adjustments. After an adjustment to the Exercise Rate under this Section 13, any subsequent event requiring an adjustment under this Section 13 shall cause an adjustment to such Exercise Rate as so adjusted.

(e) Rounding of Calculations; Minimum Adjustments. All calculations under this Section 13 shall be made to the nearest one-ten-thousandth
(1/10,000th) of a share (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). Any provision of this Section 13 to the contrary notwithstanding, no adjustment in the Exercise Rate shall be made if the amount of such adjustment would be less than one one-hundredth (1/100th) of a share of Common Stock, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate 1/100th of a share of Common Stock, or more.

(f) Statement Regarding Adjustments. Whenever the Exercise Rate shall be adjusted as provided in Section 13(a), the Company shall promptly file at the principal office of the Company a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Rate that shall be in effect after such adjustment, and the Company shall also cause a copy of such statement to be sent, in accordance with the provisions of Section 21, to each Warrantholder at the address appearing in the Company’s records.

(g) Notice of Adjustment Event. In the event that the Company shall propose to take any action of the type described in Section 13(a) above or any action of the type described in Section 8(a) of the certificate of designations of the Series M Securities (the “Series M Certificate of Designations”) (but only if the action of the type described in Section 13(a) above or Section 8(a) of the Series M Certificate of Designations would result in an adjustment in the Exercise Rate or the Conversion Rate, respectively), the Company shall give notice to the Warrantholder, in the manner set forth in the Section 13(g), which notice shall specify the Record Date, if any, with respect to any such action and the approximate date on which such action is to take place. If the proposed action is of the type described in Section 13(a) above, such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Exercise Rate and the number of shares which shall be deliverable upon exercise of this Warrant. In the case of any action which would require the fixing of a Record Date, such notice shall be given at least 10 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 15 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

(h) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to Section 13(a), the Company shall take any action which may be necessary, including obtaining regulatory, New York Stock Exchange, NASDAQ Stock Market or other applicable national securities exchange or stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all shares of Common Stock that the Warrantholder is entitled to receive upon exercise of this Warrant pursuant to Section 13(a).

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(a) Reorganization Events. In the event of:

(i) any consolidation or merger of the Company with or into another person (other than a merger or consolidation in which the Company is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities other property of the Company or another corporation);

(ii) any sale, transfer, lease or conveyance to another person of all or substantially all the property and assets of the Company; or

(iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or any binding share exchange which reclassifies or changes its outstanding Common Stock;

each of which is referred to as a “Reorganization Event,” the Warrantholder’s right to receive Shares upon exercise of this Warrant, without the consent of the Warrantholder, shall be converted into the right to exercise this Warrant to acquire the kind and amount of securities, cash and other property (the “Exchange Property”) which the Common Stock issuable (at the time of such Reorganization Event) upon exercise of this Warrant immediately prior to such Reorganization Event would have been entitled to receive upon consummation of such Reorganization Event (without any interest thereon), where the holder of such Common Stock issuable upon such Reorganization Event were not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Company and non-Affiliates; provided that if the kind or amount of Exchange Property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person other than a Constituent Person or an Affiliate thereof, then for the purpose of this Section 14(a), the Exchange Property receivable upon such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election). If the date this Warrant is exercised follows a Reorganization Event, the Exercise Rate then in effect will be applied to the value on such date of such Exchange Property received per share of Common Stock, as determined in accordance with this Section 14.

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(b) **Successive Reorganization Events.** The above provisions of this Section 14 shall similarly apply to successive Reorganization Events and the provisions of Section 13 shall apply to any shares of capital stock of the Company (or any successor) received by the holders of the Common Stock in any such Reorganization Event.

(c) **Reorganization Event Notice.** The Company (or any successor) shall, within 20 days of the occurrence of any Reorganization Event, provide written notice to the Warrantholder of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 14.

15. **Exchange.** At any time following the date on which the shares of Common Stock of the Company are no longer listed or admitted to trading on a national securities exchange (other than in connection with any Reorganization Event), the Original Warrantholder may cause the Company to exchange all or a portion of this Warrant for an economic interest (to be determined by the Original Warrantholder after consultation with the Company) of the Company classified as permanent equity under U.S. GAAP having a value equal to the Fair Market Value of the portion of the Warrant so exchanged. The Original Warrantholder shall calculate any Fair Market Value required to be calculated pursuant to this Section 15, which shall not be subject to the Appraisal Procedure.

16. **No Impairment.** The Company will not, by amendment of its Charter or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholder.

17. **Governing Law.** This Warrant will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the Company and the Warrantholder agrees (a) to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Columbia for any civil action, suit or

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7 To be revised for each Investor as applicable.
proceeding arising out of or relating to this Warrant or the transactions contemplated hereby, and (b) that notice may be
served upon the Company at the address in Section 21 below and upon the Warrantholder at the address for the
Warrantholder set forth in the registry maintained by the Company pursuant to Section 9 hereof. To the extent permitted by
applicable law, each of the Company and the Warrantholder hereby unconditionally waives trial by jury in any civil legal
action or proceeding relating to the Warrant or the transactions contemplated hereby or thereby.

18. **Binding Effect.** This Warrant shall be binding upon any successors or assigns of the Company.

19. **Amendments.** This Warrant may be amended and the observance of any term of this Warrant may be waived only with the
written consent of the Company and the Warrantholder.

20. **Prohibited Actions.** The Company agrees that it will not take any action which would entitle the Warrantholder to an
adjustment of the Exercise Rate if the total number of shares of Common Stock issuable after such action upon exercise of this
Warrant, together with all shares of Common Stock then outstanding and all shares of Common Stock then issuable upon the exercise
of all outstanding options, warrants, conversion and other rights, would exceed the total number of shares of Common Stock then
authorized by its Charter. For the avoidance of doubt, none of the transactions described in the Transaction Outline filed as Exhibit
99.2 to the Company’s Current Report on Form 8-K dated February 27, 2009 are prohibited by this Section 20.

21. **Notices.** Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing
and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile or e-mail, upon
confirmation of receipt, or (b) on the second business day following the date of dispatch if delivered by a recognized next day courier
service. All notices hereunder shall be delivered to the parties at the following addresses, or pursuant to such other instructions as may
be designated in writing by the party to receive such notice.

If to the Company:

Citigroup Inc.
399 Park Avenue
New York, NY 10022
Attention: Michael S. Helfer, Esq.
General Counsel
Telephone: (212) 559-5152
Facsimile: (212) 793-5300
22. Entire Agreement. This Warrant and the forms attached hereto (the terms of which are incorporated by reference herein) contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto.

[Remainder of page intentionally left blank]

Annex E - 15
[Form of Notice of Exercise]
Date: __________

TO: Citigroup Inc.
RE: Election to Purchase Common Stock

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to subscribe for and purchase the number of shares of the Common Stock set forth below covered by such Warrant. The undersigned, in accordance with Section 3 of the Warrant, hereby agrees to pay the aggregate Exercise Price for such shares of Common Stock in the manner set forth below. A new warrant evidencing the remaining shares of Common Stock covered by such Warrant, but not yet subscribed for and purchased, if any, should be issued in the name set forth below.

Number of Shares of Common Stock ______________________

Method of Payment of Exercise Price (note if cashless exercise pursuant to Section 3(a)(i) of the Warrant or cash exercise pursuant to Section 3(a)(ii) of the Warrant with consent of the Company and the Warranther) ______________________

Aggregate Exercise Price: ______________________

Holder: ______________________
By: ______________________
Name: ______________________
Title: ______________________

Annex E - 16
IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by a duly authorized officer.

Dated: __________

CITIGROUP INC.

By: __________________________
Name: _________________________
Title: _________________________

Attest:

By: __________________________
Name: _________________________
Title: _________________________

[Signature Page to Warrant]

Annex E - 17
STOCKHOLDER PROPOSALS

The Stockholder Proposals will be seeking the approval of the Company’s stockholders to:

1. increase the number of authorized shares of Common Stock from 15 billion to a number of shares, to be determined by the Board of Directors prior to filing a definitive proxy statement;

2. (i) effect a reverse stock split of Common Stock at any time prior to June 30, 2010 at one of the following reverse split ratios, 1-for-2, 1-for-5, 1-for-10, 1-for-15, 1-for-20, 1-for-25 or 1-for-30, or such other ratio as selected by the Board of Directors in its sole discretion and (ii) if and when the reverse stock split is effected, reduce the number of authorized shares of Common Stock; and

3. eliminate the rights of holders of Common Stock to vote on amendments to the Charter or any certificates of designation relating solely to one or more outstanding series of the Company’s preferred stock.

Annex F - 1
ADDITIONAL STOCKHOLDER PROPOSALS

The additional stockholder proposals will be seeking the approval to amend the Certificate of Designation of each series of the Company’s preferred stock described below and the Charter:

1. to eliminate any rights of such preferred stock to receive preferred dividends before any junior securities;
2. to eliminate any rights of such preferred stock to receive dividends proportionately with all other series of stock that ranks equally with such series of preferred stock (in the event that dividends have not been paid on such series of preferred stock);
3. to eliminate any rights of such preferred stock to elect two directors to the Board of Directors in the event that the Company does not pay dividends on such series of preferred stock for six quarters (this amendment would be contingent upon delisting of the applicable series of preferred stock);
4. to increase the number of authorized shares of preferred stock from 30 million to 2 billion; and
5. to eliminate any rights of Common Stock to vote on any amendment to any certificate of designation for such preferred stock.

The applicable preferred stock are the Company’s 8.500% Non-Cumulative Preferred Stock, Series F, 8.400% Fixed Rate/Floating Rate Non-Cumulative Preferred Stock, Series E, 8.125% Non-Cumulative Preferred Stock, Series AA and 6.500% Non-Cumulative Convertible Preferred Stock, Series T.

Annex G - 1
The schedule below identifies additional exchange agreements substantially identical in all material respects to the exchange agreement filed as Exhibit 10.2 to the Form S-4, except with respect to the material details set forth below:

1. Exchange Agreement dated March 18, 2009 between the Company and Kuwait Investment Authority, Acting for and on behalf of the Government of the State of Kuwait, to exchange 60,000,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series B1 of the Company, with an aggregate liquidation preference of $3,000,000,000 for 923.0769 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.

2. Exchange Agreement dated March 18, 2009 between the Company and Kingdom 5-KR-193, Ltd., to exchange 20,000,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series C1 of the Company, with an aggregate liquidation preference of $1,000,000,000 for 307.6923 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.

3. Exchange Agreement dated March 18, 2009 between the Company and Capital World Investors, to exchange 9,000,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series J1 of the Company, with an aggregate liquidation preference of $450,000,000 for 138.4615 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.

4. Exchange Agreement dated March 18, 2009 between the Company and State of New Jersey Common Pension Fund A, to exchange 8,000,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series K1 of the Company, with an aggregate liquidation preference of $400,000,000 for 123.0769 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.

5. Exchange Agreement dated March 18, 2009 between the Company and Sanford I. Weill, to exchange 100,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series L2 of the Company, with an aggregate liquidation preference of $5,000,000 for 1.5385 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.

6. Exchange Agreement dated March 18, 2009 between the Company and The Weill Family Foundation, to exchange 300,000 depositary shares, each depositary share representing a 1/1,000th interest in a share of 7% Non-Cumulative Convertible Preferred Stock, Series N1 of the Company, with an aggregate liquidation preference of $15,000,000 for 4.6154 shares of the Company’s Series M Common Stock Equivalent and a warrant to purchase shares of the Company’s common stock.
Consent of Independent Registered Public Accounting Firm

The Board of Directors

Citigroup Inc.:

We consent to the incorporation by reference of our report of Citigroup Inc. and subsidiaries ("Citigroup") dated February 27, 2009, in the Amended Registration Statement on Form S-4 ("the Registration Statement") relating to Citigroup’s offer to exchange Common Stock for any and all of the issued and outstanding Preferred Depositary Shares and the offer to exchange Common Stock for issued and outstanding Trust Preferred Securities, with respect to the consolidated balance sheets of Citigroup as of December 31, 2008 and 2007, and the related consolidated statements of income, changes in stockholders’ equity and cash flows for each of the years in the three-year period ended December 31, 2008, and the related consolidated balance sheets of Citibank, N.A. and subsidiaries as of December 31, 2008 and 2007. We also consent to the incorporation by reference of our report dated February 27, 2009 with respect to the effectiveness of internal control over financial reporting as of December 31, 2008, and to the reference to our firm under the heading "Experts" in the Registration Statement. The aforementioned report with respect to the consolidated financial statements of Citigroup refers to changes, in 2007, in Citigroup’s methods of accounting for fair value measurements, the fair value option for financial assets and financial liabilities, uncertainty in income taxes and cash flows relating to income taxes generated by a leveraged lease transaction.

May 11, 2009

KPMG LLP, a U.S. limited liability partnership, is the U.S. member firm of KPMG International, a Swiss cooperative.