

Must be
Postmarked
No Later Than
May 3, 2014

Citigroup FA CAP Litigation
c/o GCG
P.O. Box 9349
Dublin, Ohio 43017-4249
(800) 231-1815
www.gcginc.com/cases-info/CFA
Email: CitiFACAP@gcginc.com



CFA



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

EVEN IF YOU PREVIOUSLY SUBMITTED A PROOF OF CLAIM IN THE CITIGROUP SECURITIES LITIGATION SETTLEMENT, <http://www.citigroupsecuritiessettlement.com/>, YOU ARE ENTITLED TO SUBMIT A PROOF OF CLAIM IN THIS SETTLEMENT.

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Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0



PART I - CLAIMANT IDENTIFICATION

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Grid for Claimant Name(s)

Street Address:

Grid for Street Address

City:

Last 4 digits of Claimant SSN/TIN:

Grid for City

Grid for Last 4 digits of Claimant SSN/TIN

State:

Zip Code:

Country (if Other than U.S.):

Grid for State

Grid for Zip Code

Grid for Country (if Other than U.S.)

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Grid for Name of the Person you would like the Claims Administrator to Contact Regarding This Claim

Daytime Telephone Number:

Evening Telephone Number:

Grid for Daytime Telephone Number

Grid for Evening Telephone Number

Email Address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Grid for Email Address

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>

¹The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security Number (SSN) for individuals or Employer Identification Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.



PART II - SCHEDULE OF TRANSACTIONS IN CITIGROUP SHARES AND OPTIONS THROUGH THE CITIGROUP FA CAP PROGRAM

A. Please provide the following with regard to awards of restricted Citigroup stock through the FA CAP program (must be documented):

AWARD DATE	SHARES AWARDED	VESTED AWARDED SHARES	VESTED AWARDED SHARES SOLD DURING CLASS PERIOD
0 1 / 0 2 / 0 7			
0 7 / 0 1 / 0 7			
0 1 / 0 2 / 0 8			
0 7 / 0 1 / 0 8			
0 1 / 0 1 / 0 9			

B. Please provide the following with regard to awards of restricted Citigroup options through the FA CAP program (must be documented):

AWARD DATE	OPTIONS AWARDED	VESTED AWARDED OPTIONS
0 1 / 0 2 / 0 7		
0 7 / 0 1 / 0 7		
0 1 / 0 2 / 0 8		
0 7 / 0 1 / 0 8		
0 1 / 0 1 / 0 9		

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX
 IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



PART III - AGREEMENT TO SUBMIT TO JURISDICTION OF COURT/ACKNOWLEDGMENTS

I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement (“Stipulation”) described in the Notice of Pendency and Settlement of Class Action. I also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to support this claim if required to do so. I have not submitted any other claim covering the same purchases or acquisitions of Citigroup shares or options via the Citigroup FA CAP Program and know of no other Person having done so on my behalf.

PART IV - RELEASE

I request payment from the Defendants as provided for in the Settlement, and I agree to the terms set out below:

I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever release, relinquish and discharge (i) all Released Claims (as defined below) against the Citigroup Releasees (as defined below); and (ii) against each and all of the Citigroup Releasees all claims arising out of, relating to, or in connection with, the defense, settlement or resolution of the Action or Released Claims, and that I shall forever be barred and enjoined from instituting or prosecuting any other action asserting any Released Claim in any court against the Citigroup Releasees.

“Released Claims” means: (1) with respect to the Citigroup Releasees, defined below, the release by Lead Plaintiffs and all Settlement Class Members, on behalf of themselves and the predecessors, heirs, successors and assigns of each, of any and all claims of every nature and description, known and Unknown Claims, arising out of or relating to investments in Citigroup common stock (including, but not limited to, purchases, sales, exercises, and decisions to hold) and/or options to acquire Citigroup common stock through participation in FA CAP through June 30, 2009, inclusive, including without limitation all claims arising out of or relating to any disclosures, registration statements or other statements made or issued by any of Defendants concerning subprime-related assets, collateralized debt obligations, residential mortgage-backed securities, auction rate securities, leveraged lending activities, or structured investment vehicles, as well as all claims relating to such investments in Citigroup common stock and/or options to acquire Citigroup common stock asserted by or that could have been asserted by Plaintiffs or any member of the Settlement Class in the Action against the Citigroup Releasees, as defined below. This release does not release any claims currently asserted in or arising from the facts currently alleged in the action entitled Brecher et al. v. Citigroup Global Markets Inc. and Citigroup Inc., 09-cv-1344 (AJB) (MDD) (N.D. Cal.), except that in the event that the complaint in that action is amended to include any claims or allegations asserted in or arising from the facts asserted in the FA CAP Action, those claims and/or allegations shall be considered Released Claims as defined herein; (2) with respect to Lead Plaintiffs and all other Settlement Class Members, the release by Defendants of the Plaintiff Releasees, as defined below, from any claims relating to the institution or prosecution of this Action.

“Released Parties” means: (1) with respect to Defendants, Defendants, their respective present and former parents, subsidiaries, divisions and affiliates, the present and former employees, officers and directors of each of them, the present and former attorneys, accountants, insurers, and agents of each of them, and the predecessors, heirs, successors and assigns of each (together, the “Citigroup Releasees”), and any person or entity which is or was related to or affiliated with any Citigroup Releasee or in which any Citigroup Releasee has or had a controlling interest and the present and former employees, officers and directors, attorneys, accountants, insurers, and agents of each of them; (2) with respect to Plaintiffs and all other Settlement Class Members, Plaintiffs and all other Settlement Class Members and the predecessors, heirs, successors and assigns of each (together, the “Plaintiff Releasees”).

“Unknown Claims” means any Released Claims which Lead Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Citigroup Releasees, and any Citigroup Releasees’ Claims which any Citigroup Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of the Plaintiff Releasees, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. Solely with respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and each of Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Citigroup Releasees shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and each of Defendants acknowledge, and each of the other Settlement Class Members and each of the other Citigroup Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

Any capitalized terms not otherwise defined in this Proof of Claim and Release form shall have the meaning set forth in the Stipulation, a copy of which (with exhibits) may be obtained as explained in the Notice.



PART V - SIGNATURE

I (we) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____.
(Month) (Year) (City, State, Country)

Signature of Claimant

Date

Print your name here

Signature of joint claimant, if any

Date

Print your name here

**PART VI - REMINDER CHECKLIST**

1. Please sign the Signature Section of the Proof of Claim and Release form.
2. If this Proof of Claim and Release form is being made on behalf of Joint Claimants, then both must sign.
3. For an overview of what constitutes adequate supporting documentation, please visit www.gcginc.com/cases-info/CFA.
4. Remember to attach supporting documentation.
5. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
6. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
7. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. **Your claim is not deemed filed until you receive an acknowledgement postcard.** If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator.
8. If you move, please send your new address to the Claims Administrator at the address below.
9. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

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