



CITIGROUP FUNDING INC.
(incorporated in the State of Delaware)
U.S.\$30,000,000,000 Euro Medium Term Note and Certificate Programme
unconditionally and irrevocably guaranteed by
CITIGROUP INC.
(incorporated in the State of Delaware)

This base prospectus supplement (the **Supplement**) constitutes a Supplement for the purposes of Article 13 of the Luxembourg Law on Prospectuses for Securities (the **Prospectus Law**) implementing Directive 2003/71/EC. The Supplement is supplemental to and forms part of and must be read in conjunction with the Base Prospectus dated 21 August 2008 (the **Base Prospectus**) as supplemented by a Supplement to the Base Prospectus dated 11 November 2008 (**Supplement No. 1**), a Supplement to the Base Prospectus dated 28 November 2008 (**Supplement No. 2**), a Supplement to the Base Prospectus dated 23 December 2008 (**Supplement No. 3**), a Supplement to the Base Prospectus dated 19 January 2009 (**Supplement No. 4**), a Supplement to the Base Prospectus dated 26 January 2009 (**Supplement No. 5**) and a Supplement to the Base Prospectus dated 4 March 2009 (**Supplement No. 6** and, together with the Base Prospectus and Supplement No. 1, Supplement No. 2, Supplement No. 3, Supplement No. 4 and Supplement No. 5, the **Prospectus**) prepared by Citigroup Funding Inc. (the **Issuer**) with respect to the U.S.\$30,000,000,000 Euro Medium Term Note and Certificate Programme unconditionally and irrevocably guaranteed by Citigroup Inc. (the **Guarantor**). Terms defined in the Base Prospectus as so supplemented shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

Application has been made to the Luxembourg *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority for the purposes of the Prospectus Law, to approve this Supplement.

The Issuer accepts responsibility for the information contained in this Supplement and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

Front Cover and italicised section of the Base Prospectus

The front cover of the Base Prospectus and the italicised section set out on pages v to viii of the Base Prospectus shall be amended as set out in Annex 1 hereto.

Summary

The Summary of the Programme set out on pages 1 to 9 of the Base Prospectus shall be amended as set out in Annex 2 hereto.

Risk Factors

The section entitled "Risk Factors – Risks relating to Notes" set out on pages 12 to 26 of the Base Prospectus shall be amended as set out in Annex 3 hereto.

The FDIC Guarantee

An additional section entitled "The FDIC Guarantee" as set out in Annex 4 hereto shall be inserted into the Base Prospectus after the section entitled "Risk Factors" which ends on page 41 of the Base Prospectus.

Terms and Conditions of the Notes

The Terms and Conditions of the Notes set out on pages 48 to 129 of the Base Prospectus shall be amended as set out in Annex 5 hereto.

Final Terms

The "Pro Forma Final Terms for Issues of Notes" set out on pages 219 to 257 of the Base Prospectus shall be amended as set out in Annex 6 hereto.

Significant and Material Change

Paragraph 6 of the section entitled "General Information" on page 319 of the Base Prospectus, as supplemented, shall be deemed deleted and replaced with the following paragraph:

"Other than matters disclosed herein and in the Prospectus (including in documents incorporated by reference), there has been no significant change in the financial or trading position of the Issuer since 31 December 2007, the date of its most recent published audited financial statements and for the Guarantor since 31 December 2008, the date of its most recent published audited financial statements, and there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2007, the date of its most recent published audited financial statements and for the Guarantor since 31 December 2008, the date of its most recent published audited financial statements."

General

Where information contained in this Supplement has been sourced from a third party, this information has been accurately reproduced and, so far as the Issuer and the Guarantor are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Save as disclosed in this Supplement (including any document incorporated by reference therein), there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Prospectus since the publication of Supplement No. 6.

Copies of this Supplement will be available (i) without charge from the specified office of any paying agent or the specified office of KBL European Private Bankers S.A. as the listing agent in Luxembourg at 43, Boulevard Royal, L-2955 Luxembourg; and (ii) on the website of the Luxembourg Stock Exchange at www.bourse.lu.

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any statement in or incorporated by reference into the Prospectus, the statements in (a) above will prevail.

In accordance with Article 13, paragraph 2 of the Prospectus Law, investors who have already agreed to purchase or subscribe for Securities before this Supplement was published have the right, exercisable before the end of the period of not less than two working days (or, in relation to Securities offered in the Republic of Hungary, 15 calendar days) beginning with the working day (or, in relation to Securities offered in the Republic of Hungary, the calendar day) after the date on which this Supplement was published, to withdraw their acceptances. The Issuer shall notify any such investors of the publication of this Supplement and the rights of such investors in relation thereto.

20 March 2009

ANNEX 1

FRONT COVER AND ITALICISED SECTION OF THE BASE PROSPECTUS

The front cover of the Base Prospectus shall be amended by the insertion of the following paragraph after the first paragraph thereof:

"Unless the Final Terms in respect of any Notes specify that such Notes are guaranteed by the U.S. Federal Deposit Insurance Corporation (**FDIC**), such Notes will not be insured or guaranteed by FDIC or any other governmental agency or instrumentality."

The following paragraph shall be inserted after the fifth paragraph on page vi of the Base Prospectus:

"For convenience, the website addresses of certain third parties have been provided in this Base Prospectus. Except as expressly set forth in this Base Prospectus, no information in such websites should be deemed to be incorporated in, or form a part of, this Base Prospectus and neither the Issuer nor the Dealers take responsibility for the information contained in such websites."

ANNEX 2

SUMMARY

The Summary of the Programme set out on pages 1 to 9 of the Base Prospectus shall be amended as follows:

1. The section entitled "Risk Factors" shall be amended by the insertion of the following paragraph after the second paragraph thereof:

"Notes which have the benefit of the Federal Deposit Insurance Corporation (**FDIC**) guarantee will be subject to the FDIC's regulations."

2. The following section shall be inserted at the end of the section entitled "Note only provisions":

FDIC guarantee:

Registered Notes may, if so specified in the applicable Final Terms, be guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program (the **TLG Program**) and be backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of the debt or 30 June 2012.

The Bank of New York Mellon has agreed to act as representative of the Noteholders (the **Representative**) in connection with claims and other matters arising under the FDIC guarantee. A Noteholder may elect not to be represented by the Representative, in which case such Noteholder must individually undertake the actions required to make claims under the FDIC guarantee.

3. The section entitled "Governing Law" shall be amended by the insertion of the following paragraph at the end of such section:

"Although the provisions of Condition 19 and the Fiscal Agency Agreement are governed by English law, all matters relating to the validity and enforceability of claims under the FDIC Guarantee will be governed by and construed in accordance with the United States Code of Federal Regulations and the laws of the State of New York."

ANNEX 3

RISK FACTORS

The section entitled "Risk Factors – Risks relating to Notes" set out on pages 12 to 26 of the Base Prospectus shall be amended by the addition of the following at the end of such section:

"Risks relating to the FDIC guarantee

Noteholders should inform themselves as to the provisions of the Temporary Liquidity Guarantee Program

Registered Notes may, if specified in the applicable Final Terms, be guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program and be backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, Part 370 of title 12 of the United States Code of Federal Regulations (**12 CFR Part 370**), and at the FDIC's website, www.fdic.gov/tlgp. The FDIC's regulations make provisions concerning, *inter alia*, the procedures which must be followed for holders of FDIC Guaranteed Notes (as defined below) (or their representative) to make a claim under the FDIC guarantee, and the criteria which must be satisfied in order for the FDIC to honour such a claim. Prospective investors in FDIC guaranteed Registered Notes (**FDIC Guaranteed Notes**) should be aware that no amendment to the Terms and Conditions of such FDIC Guaranteed Notes may be made without the consent of the FDIC, and if and so long as the FDIC makes timely payments to such Noteholders following a payment default by the Issuer and the Guarantor, such Noteholders will not be able to declare an "event of default" under those Notes or accelerate the maturity of such Notes as a result of such events of default.

Potential investors are advised to inform themselves of the FDIC's regulations as they apply to any FDIC Guaranteed Notes. Before investing in FDIC Guaranteed Notes, potential investors should also read carefully the description of the TLG Program and the FDIC guarantee (see "The FDIC Guarantee" and "Terms of the FDIC guarantee"). The Issuer does not accept any responsibility for the terms of the FDIC guarantee, nor does the Issuer make any representation or give any assurances as to the entitlement of holders of FDIC Guaranteed Notes to receive payment under the Temporary Liquidity Guarantee Program in the event that the Issuer and the Guarantor fail to make timely payment of principal and interest in accordance with the Conditions of such Notes, or if holders of FDIC Guaranteed Notes (or their representative) fail to make a timely and compliant demand for payment under the FDIC guarantee.

The TLG Program is a new program and, as such, no claims have been made or paid under it to date. Noteholders should note that their ability to obtain payment on Notes under the FDIC guarantee is subject to the rules, practices and procedures of the FDIC governing the operation of the TLG Program which may be amended and are subject to the evolving interpretation of the FDIC after 20 March 2009.

Noteholders may lose the right to payment under the FDIC guarantee if the Representative fails to follow the FDIC claims process and may not receive the full amount of any such payment

The Bank of New York Mellon is designated under the Notes as representative of the holders of FDIC Guaranteed Notes (the **Representative**). A Noteholder may elect not to be represented by the Representative by giving written notice of such election to the Representative. In order for a holder represented by the Representative to receive payment under the FDIC guarantee in the event of the Issuer's payment default, the Representative must make a written demand, with the required proof of claim, to the FDIC within 60 days of the Issuer's payment default. If the Representative fails to follow the FDIC claims process under the TLG Program, holders of FDIC Guaranteed Notes represented by the Representative may be deprived of all rights and remedies with respect to the FDIC guarantee claim.

If any holder of FDIC Guaranteed Notes elects not to be represented by the Representative in connection with the FDIC guarantee, then such Noteholder must individually take the actions required in order to recover payment under the FDIC guarantee.

Payments under the FDIC Guarantee may not be sufficient to discharge all liabilities of the Issuer and the Guarantor to the Noteholders

The Representative may deduct amounts in respect of its fees and expenses from any amounts received by it from the FDIC in respect of FDIC Guaranteed Notes and the FDIC shall have no further or other liability in respect of any such amounts so deducted. Therefore, to the extent that the Representative deducts any such amounts from any amounts received by it from the FDIC prior to distribution to the Noteholders, the amounts received by the Noteholders out of any such amounts will not be sufficient to discharge all of the Issuer's and the Guarantor's liabilities to the Noteholders.

Discharge of obligations

The obligations of the FDIC to the Noteholders in respect of any payments under any FDIC Guaranteed Notes shall be discharged by timely payment of any such amounts by the FDIC to or to the order of the Representative or, where the relevant Noteholder has elected not to be represented by the Representative, such Noteholder in accordance with the Conditions.

Acceleration of FDIC Guaranteed Notes will not be available if the FDIC makes timely payments

If any payment default occurs under the FDIC Guaranteed Notes, neither the Representative nor the holders of FDIC Guaranteed Notes will be entitled to accelerate the maturity of such Notes provided that the FDIC is making timely guarantee payments on such Notes.

Guarantee payments by the FDIC may be delayed

There is no designated period within which the FDIC is required to make its guarantee payments after receiving a demand with a conforming proof of claim. Therefore, if the filing of the demand and proof of claim is defective or otherwise delayed, or if the FDIC does not make the FDIC guarantee payments in a timely manner after all conditions to its payment have been met, the guarantee payments on the FDIC Guaranteed Notes could be delayed from the date the payment is due under the terms of the FDIC Guaranteed Notes. Any right of a holder of FDIC Guaranteed Notes to receive FDIC guarantee payments under the FDIC guarantee will be subject to the procedures of the TLG Program. The FDIC will not pay any additional interest or penalty amounts in respect of any default or resulting delay in payment that may occur.

The determination of the FDIC on any matter relating to the FDIC claims process will be final and binding on the Issuer, the Representative and the Noteholders, subject to judicial review

The determination of the FDIC on any matter relating to claims under the TLG Program will be a final administrative determination and will be final and binding on all concerned parties, including holders of FDIC Guaranteed Notes. Holders of FDIC Guaranteed Notes will have the right to challenge an FDIC determination only by commencing an action in the U.S. District Court for the District of Columbia or New York within 60 days after the determination has been made."

ANNEX 4

THE FDIC GUARANTEE

The following section shall be inserted into the Base Prospectus after the section entitled "Risk Factors" which ends on page 41 of the Base Prospectus:

"THE FDIC GUARANTEE

If so specified in the applicable Final Terms, one or more Series of Registered Notes may be guaranteed by the FDIC under the FDIC's Temporary Liquidity Guarantee Program. The Issuer has agreed to participate in the TLG Program and comply with the requirements of the TLG Program in order for relevant Registered Notes to qualify for the FDIC guarantee. This section is applicable only to Series of Registered Notes specified in the applicable Final Terms as being guaranteed under the FDIC's TLG Program.

Terms of the FDIC guarantee

Under the TLG Program, the uncured failure of the Issuer and the Guarantor to make a timely payment of any principal or interest under the Conditions of any FDIC Guaranteed Notes obliges the FDIC to make such payment following notification to the FDIC of such payment failure and the Representative's timely demand for payment under the FDIC guarantee. The Issuer's and the Guarantor's failure to pay any principal or interest due on the FDIC Guaranteed Notes that is then paid by the FDIC on a timely basis will not constitute an event of default under the FDIC Guaranteed Notes and Noteholders will not be permitted to accelerate the maturity of the FDIC Guaranteed Notes as a result of such event of default during any period when the FDIC is making timely guarantee payments of principal and interest on the FDIC Guaranteed Notes.

The Bank of New York Mellon, has agreed to act as Representative of the holders of FDIC Guaranteed Notes in connection with claims and other matters arising under the FDIC guarantee. A holder of FDIC Guaranteed Notes may elect not to be represented by the Representative, in which case such Noteholder must individually undertake the actions (including those described below) required to make claims under the FDIC guarantee. Unless the FDIC Guaranteed Notes cease to be issued in global form, however, only the relevant nominee for Euroclear and/or Clearstream, Luxembourg (which is anticipated to be Citivic Nominees Limited), as the sole registered holder, will be able to make such an election in respect of the FDIC Guaranteed Notes.

The FDIC's payment obligation under its guarantee will be triggered by the Issuer's and the Guarantor's uncured failure to make a timely payment of principal or interest on the FDIC Guaranteed Notes (**a payment default**). The Issuer and the Representative are obliged to give notice to the FDIC if the Issuer is in default of any payment under the relevant FDIC Guaranteed Notes (without regard to any grace period) within one business day (being a day that is not a Saturday, a Sunday or a day on which banks are required or authorised by law to be closed in the State of New York) of such failure to pay. Upon a payment default, the Representative, as duly authorised representative of holders of FDIC Guaranteed Notes, will be required under the Fiscal Agency Agreement to make a demand for payment of the FDIC guaranteed amount on behalf of all holders of FDIC Guaranteed Notes that are represented by the Representative within one New York business day of (i) in the case of any payment default prior to the maturity date of the relevant Notes, the later of (a) the date on which the relevant payment was due or (b) the date that any applicable grace period ends and (ii) in the case of any payment due on the maturity date of the FDIC Guaranteed Notes, such maturity date. If the demand is not made within 60 days of a payment default, the FDIC will be under no obligation to make payments on the Notes under the FDIC guarantee. The Representative, on behalf of all holders of FDIC Guaranteed Notes that are represented by the Representative, will be required to assign all of such Noteholders' rights, title and interest in the FDIC Guaranteed Notes (including its rights in relation to claims in respect thereof in any insolvency proceedings) to the FDIC. If a holder of FDIC Guaranteed Notes receives any distribution from the Issuer or the Guarantor or their bankruptcy estates prior to the FDIC's

payment under the FDIC guarantee, the guaranteed amount paid by the FDIC will be reduced by the amount the Noteholder has so received. Upon receipt of a timely filed conforming proof of claim, the FDIC will make payment of the FDIC guaranteed amount.

The TLG Program does not specify a deadline by which the FDIC must make payment following receipt of a demand from the Representative. The FDIC will not pay any additional interest or penalty amounts in respect of any event of default or resulting delay in payment that may occur. The FDIC will make all determinations as to amounts payable under its guarantee. The FDIC's determinations will be final and binding on all persons, including the holders of FDIC Guaranteed Notes, subject only to the right of a holder of FDIC Guaranteed Notes to seek judicial review by commencing an action in the U.S. District Court for the District of Columbia or New York within 60 days after the FDIC makes its final determination."

ANNEX 5

TERMS AND CONDITIONS

1. Agency Agreement and Deed of Covenant

- (i) The second paragraph of the Terms and Conditions of the Notes shall be deleted and the following substituted therefor:

"The Notes (other than Australian Domestic Notes as defined below) are issued pursuant to an amended and restated Fiscal Agency Agreement dated 20 March 2009 (as amended and supplemented from time to time, the **Fiscal Agency Agreement**) between Citigroup Funding Inc. (the **Issuer**), Citigroup Inc. (the **Guarantor**), Citibank, N.A., London office as fiscal agent (in such capacity the **Fiscal Agent**, which expression shall include any successor fiscal agent) and The Bank of New York Mellon as principal paying agent in respect of FDIC Guaranteed Notes (the **Principal Paying Agent** and, together with the Fiscal Agent and any other paying agent from time to time, the **Paying Agents**, which expression shall include any additional or successor paying agents), Citigroup Global Markets Deutschland AG & Co. KGaA as registrar (the **Registrar** which expression shall include any successor registrar) and as a transfer agent (in such capacity, the **Transfer Agent**, which expression shall include any additional or successor transfer agent), KBL European Private Bankers S.A. as a paying agent (in such capacity, the **Paying Agent**) and as a transfer agent (in such capacity, the **Transfer Agent**, and the Fiscal Agent, the Registrar (if applicable), all Paying Agents and all Transfer Agents (if applicable) are together referred to herein as the **Agents**), Citibank, N.A. as calculation agent if so specified in the applicable Final Terms (the **Calculation Agent** which expression shall include any successor calculation agent or such other entity as may be specified as the Calculation Agent in the applicable Final Terms) and The Bank of New York Mellon as Representative (as defined in Condition 19)."

- (ii) The first sentence of the third paragraph of the Terms and Conditions of the Notes shall be deleted and the following substituted therefor:

"The Notes are issued with the benefit of a Deed of Covenant dated 20 March 2009 (the **Deed of Covenant**) executed by the Issuer in relation to the Notes and are the subject of a Deed of Guarantee dated 20 March 2009 (the **Deed of Guarantee**) entered into by the Guarantor."

2. Interest

- (i) Notification of Interest Rate and Interest Amounts

Condition 4(b)(vi) shall be amended by the insertion of the words ", the Fiscal Agent or the Principal Paying Agent, as applicable," after the words "the Issuer" on the second line thereof.

- (ii) Accrual of Interest

Condition 4(h)(ii) shall be amended by the deletion of the word "Registrar" on the second line thereof and the substitution of the words "Principal Paying Agent" therefor.

3. Redemption and Purchase

Condition 5(i)(ii) shall be amended by the deletion of the word "Registrar" on the second line thereof and the substitution of the words "Principal Paying Agent" therefor.

4. Agents

The first paragraph of Condition 6(f) shall be deleted and the following substituted therefor:

"As applicable, the Fiscal Agent, each Paying Agent, the Registrar, each Transfer Agent, the Calculation Agent, the Representative (if applicable) and the Australian Registrar initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below or in the applicable Final Terms. The Fiscal Agent, each Paying Agent, the Registrar, each Transfer Agent, the Calculation Agent and the Australian Registrar act solely as agents or, as the case may be, registrars of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Calculation Agent, the Registrar, any Transfer Agent, the Representative (if applicable) or the Australian Registrar and to appoint additional or other agents or a Noteholder representative (where applicable) (any of which may be the Issuer, an affiliate of the Issuer, the Guarantor or an affiliate of the Guarantor) PROVIDED THAT the Issuer and the Guarantor will at all times maintain (i) a Fiscal Agent, (ii) a Principal Paying Agent in respect of FDIC Guaranteed Notes, (iii) at any time at which any Registered Note is outstanding, a Registrar or, in the case of Australian Domestic Notes, an Australian Registrar in relation thereto, (iv) at any time at which any Registered Note (other than an Australian Domestic Note) is outstanding, a Transfer Agent in relation thereto, (v) a Calculation Agent where the Conditions so require one, (vi) Paying Agents having a specified office in at least two major European cities (including Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such exchange so require) and (vii) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed."

5. Events of Default

- (i) Condition 9(a) shall be amended by the insertion of the following at the beginning thereof "Subject as provided in Condition 19, if applicable,".
- (ii) Condition 9(b) shall be amended by the deletion of the word "If" at the beginning of the first paragraph thereof and the insertion of the following therefor:

"Subject as provided in Condition 19, if applicable, if".
- (iii) Paragraph (ii) of the definition of "Outstanding" set out in Condition 9(c) shall be amended by the deletion of the words "or any Paying Agent" on the second line thereof and the substitution of the words ", the Principal Paying Agent or any other Paying Agent" therefor.

6. Meetings of Noteholders, Modifications and Determinations

Condition 10(b) shall be amended by the deletion of the first two paragraphs thereof and the substitution of the following therefor:

"Subject as provided in Condition 19, the Issuer and the Guarantor may make, without the consent of the Noteholders or Couponholders:

- (i) any modification (except as mentioned above) to, as applicable, the Notes, the Receipts, the Coupons, the Talons, the Fiscal Agency Agreement, the Deed Poll, the Deed of Covenant, the Registry Services Agreement and/or the Deed of Guarantee which is not prejudicial to the interests of the Noteholders (without considering the individual circumstances of any Noteholder or the tax or other consequences of such modification in any particular jurisdiction); or"

7. **FDIC Guarantee**

The Terms and Conditions of the Notes shall be amended by the insertion of the following Condition as Condition 19:

"19. FDIC Guarantee

This Condition 19 is applicable to Registered Notes only if it is specified in the applicable Final Terms as being applicable and so long as the Notes are guaranteed under the FDIC's (as defined below) Temporary Liquidity Guarantee Program.

(a) Acknowledgement of the FDIC's Debt Guarantee Program

The Issuer has not opted out of the debt guarantee program (the **Debt Guarantee Program**) established by the Federal Deposit Insurance Corporation (**FDIC**) under its Temporary Liquidity Guarantee Program. As a result, this debt is guaranteed under the FDIC's Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of this debt or 30 June 2012.

(b) Representative

The Bank of New York Mellon is designated under the Notes as the duly authorised representative of the Noteholders for purposes of making claims and taking other permitted or required actions under the Debt Guarantee Program (the **Representative**). Any Noteholder may elect not to be represented by the Representative by providing written notice of such election to the Representative. Unless a Noteholder has given such notice to the Representative, the Noteholder will not have any right to make claims or take any other action permitted or required under the Debt Guarantee Program.

(c) Payment Default

Upon an uncured failure by the Issuer and the Guarantor to make a timely payment of principal or interest in respect of any Notes (a **Payment Default**), the Representative, on behalf of all holders of such Notes that are represented by the Representative, shall submit to the FDIC a demand for payment by the FDIC of such unpaid principal and interest, together with proof of such claim and such other documentation as may be required by the FDIC under the Debt Guarantee Program within one New York Business Day of (i) in the case of any payment due by the Issuer and the Guarantor prior to the final maturity or redemption of such Notes, the later of (a) the date on which the relevant payment was due or (b) the date that any applicable grace period ends and (ii) in the case of any payment due by the Issuer and the Guarantor on the final maturity date or on a redemption date for such Notes, such final maturity date or redemption date. For the purposes hereof: **New York Business Day** means a day that is not a Saturday or a Sunday or a day on which banks are required or authorised by law to be closed in the State of New York.

(d) Subrogation

The FDIC shall be subrogated to all of the rights of the Noteholders and the Representative under the Notes against the Issuer and the Guarantor in respect of any amounts paid to the Noteholders, or for the benefit of the Noteholders, by the FDIC pursuant to the Debt Guarantee Program.

(e) Agreement to Execute Assignment upon FDIC Guarantee Payment

(i) Unless the relevant Noteholder has exercised its right not to be represented by the Representative, each Noteholder shall be deemed, in so becoming a Noteholder, to have authorised the Representative on its behalf, at such time as the FDIC shall commence making any FDIC guarantee payments to the Representative for the benefit of the Noteholders represented by the Representative pursuant to the Debt Guarantee Program, to execute an assignment in the form set out in the Annex to Schedule 10 to the Fiscal Agency Agreement, pursuant to which the Representative shall assign to the FDIC its right as Representative to receive any and all payments from the Issuer or the Guarantor under the Notes (including its rights in relation to claims in respect thereof in any insolvency proceedings) on behalf of the Noteholders represented by the Representative. Each of the Issuer and the Guarantor hereby consents and agrees that the FDIC is an acceptable transferee for all or any portion of the indebtedness hereunder for all purposes of the Notes and upon any such assignment, the FDIC shall be deemed a holder under the Notes for all purposes hereof, and each of the Issuer and the Guarantor hereby agrees to take such reasonable steps as are necessary to comply with any relevant provision of the Notes as a result of such assignment.

(ii) If any Noteholder has exercised its right not to be represented by the Representative, such Noteholder hereby agrees, at such time as the FDIC shall commence making any FDIC guarantee payments to such Noteholder pursuant to the Debt Guarantee Program, to execute an assignment in the form set out in the Annex to Schedule 10 to the Fiscal Agency Agreement pursuant to which the Noteholder shall assign to the FDIC its right to receive any and all payments from the Issuer or the Guarantor under the Notes (including its rights in relation to claims in respect thereof in any insolvency proceedings). Each of the Issuer and the Guarantor hereby consents and agrees that the FDIC is an acceptable transferee for all or any portion of the indebtedness hereunder for all purposes of the Notes and upon any such assignment, the FDIC shall be deemed a holder under the Notes for all purposes thereof, and each of the Issuer and the Guarantor hereby agrees to take such reasonable steps as are necessary to comply with any relevant provision of such Notes as a result of such assignment.

(f) Surrender of Senior Unsecured Debt Instrument to the FDIC

If at any time on or prior to the expiration of the period during which senior unsecured debt of the Issuer is guaranteed by the FDIC under the Debt Guarantee Program (the **Effective Period**), payment in full hereunder shall be made pursuant to the Debt Guarantee Program on the outstanding principal and accrued interest to the date of such payment, each Noteholder shall, or each Noteholder shall cause the person or entity in possession to, promptly surrender to the FDIC the security certificate, note or other instrument evidencing the Notes, if any.

(g) Notice Obligations to FDIC of Payment Default

If, at any time prior to the earlier of (a) full satisfaction of the payment obligations hereunder, or (b) expiration of the Effective Period, the Issuer and the Guarantor are in default of any payment obligation hereunder, including timely payment of any accrued and unpaid interest, without regard to any grace period, the Representative has covenanted and agreed under the terms of the Fiscal Agency Agreement that it shall provide written notice to the FDIC within one New York Business Day of such payment default.

(h) Ranking

Any indebtedness of the Issuer to the FDIC arising under Section 2.03 of the Master Agreement dated 1 December 2008 entered into by the Issuer and the FDIC in connection with the Debt Guarantee Program will constitute a senior unsecured general obligation of the Issuer, ranking *pari passu* with any indebtedness hereunder.

(i) No Event of Default during Time of Timely FDIC Guarantee Payments

Notwithstanding Condition 9, there shall not be deemed to be an Event of Default under the Notes which would permit or result in the acceleration of amounts due hereunder, if such an Event of Default is due solely to the failure of the Issuer and the Guarantor to make timely payment hereunder, provided that the FDIC is making timely guarantee payments with respect to the debt obligations hereunder in accordance with Part 370 of title 12 of the United States Code of Federal Regulations (**12 CFR Part 370**). Therefore, if an Event of Default is due solely to the failure of the Issuer and the Guarantor to make timely payment hereunder and provided that the FDIC is making timely guarantee payments as described above, no Event of Default shall occur or be deemed to occur and neither the Issuer nor the Guarantor shall be considered to be in default and Condition 9 shall be construed accordingly.

(j) No Modifications without FDIC Consent

Without the express written consent of the FDIC, the Issuer, the Guarantor and the Noteholders agree not to amend, modify, or consent to any amendment or modification, supplement or waive any provision of the Notes or the Fiscal Agency Agreement that is related to the principal, interest, payment, default or ranking of the indebtedness hereunder or that is required to be included herein or therein pursuant to the Master Agreement in connection with the Debt Guarantee Program or any other provision, the amendment of which would require the consent of any or all of the Noteholders.

(k) Payments of Guaranteed Amounts to Noteholders

If the Representative receives any amounts from the FDIC for or on behalf of Noteholders pursuant to the Debt Guarantee Program, the Representative shall make, or procure that there are made, payments of principal and interest in accordance with Condition 6, and provided further that a holder of a Registered Note shall not be required to present or surrender any Registered Note Certificate in global or definitive form that has been previously surrendered to the FDIC in accordance with Condition 19(f) and the register kept by the Registrar shall be conclusive evidence of a holder's entitlement to any such payment."

ANNEX 6

PRO FORMA FINAL TERMS FOR ISSUES OF NOTES

The "Pro Forma Final Terms for Issues of Notes" set out on pages 219 to 257 of the Base Prospectus shall be amended as follows:

1. the following paragraph shall be inserted under the title of the Notes on the first page thereof:

"[This debt is guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of the debt or 30 June 2012.] [This debt is not guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program.]"
2. the following item shall be inserted as item 2 of Part A thereof and the following items shall be renumbered accordingly:
 2. FDIC Guarantee: [Applicable – the provisions of Condition 19 apply to the Notes /Not Applicable]
3. sub-paragraph (xvii) of item 23 (*Commodity Linked Interest Provisions*) of Part A thereof (as renumbered as provided above) shall be amended as follows:
 - (i) the first paragraph thereof shall be deleted and the following shall be substituted therefor:

"[The following Disruption Fallbacks apply to the Notes (in the following order)"; and
 - (ii) the final paragraph thereof shall be deleted and the following shall be substituted therefor:

"(NB: if Condition 2(b) if the Commodity Linked Conditions applies, the Disruption Fallbacks specified in that Condition shall apply)"
4. the final paragraph of sub-paragraph (xiii) of item 32 (*Commodity Linked Redemption Amount*) of Part A thereof (as renumbered as provided above) shall be deleted and the following shall be substituted therefor:

"(NB: if Condition 2(b) if the Commodity Linked Conditions applies, the Disruption Fallbacks specified in that Condition shall apply)"
5. paragraph 2 of Part B of the Final Terms shall be deleted and the following shall be substituted therefor:

2. RATINGS

- Ratings: [The Issuer's long-term/short-term senior debt is rated:
- (i) [S & P: []]
 - (ii) [Moody's: []]
 - (iii) [Fitch: []]

(iv) [[Other]: []]

[The Notes have the benefit of the FDIC Guarantee and have been rated:

(i) S & P: AAA

(ii) Moody's: Aaa

(iii) Fitch: AAA

on the basis of such guarantee.] *(NB: expected ratings)*
(NB: only applicable in relation to FDIC Guaranteed Notes)

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider]**

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating)

6. the paragraph entitled "Names and addresses of initial Paying Agent(s)" in paragraph 9 of Part B thereof shall be deleted and the following shall be substituted therefor:

Name and address of initial Paying Agent(s): [Citibank, N.A., London office, at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom [as Fiscal Agent]]

[The Bank of New York Mellon at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom as Principal Paying Agent] *(NB: only applicable in relation to FDIC Guaranteed Notes)*

[KBL European Private Bankers S.A. at 43, Boulevard Royale, L-2955 Luxembourg]

7. the following item shall be inserted into paragraph 9 of Part B thereof after the paragraph entitled "Name and address of the Transfer Agents:":

Name and address of Representative: [The Bank of New York Mellon at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom] [specify] [Not Applicable]

(NB: only applicable in relation to FDIC Guaranteed Notes)

8. references therein to "Certificates" shall be deleted and references to "Notes" shall be substituted therefor.

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