

FIRST AMENDMENT TO THE
THE CITIGROUP SHORT TERM DISABILITY PLAN AND THE CITIGROUP LONG
TERM DISABILITY PLAN DOCUMENT

Amendments Effective January 1, 2006

1. Eligibility. The section called "Eligible Employees Covered by the Plans" shall be amended as follows:
 - a. The second paragraph under the noted section shall be deleted in its entirety and the following shall be inserted in its place:

"The Participating Employers are all entities under common control of Citigroup Inc., per Sections 414(b), and (c) of the Code, including those described by the following:

 - Global Consumer Group,
 - Global Wealth Management,
 - Corporate and Investment Bank,
 - Citigroup Alternative Investments, and
 - Citigroup Corporate Center."
 - b. The last word, (company) of the first bullet under the second complete paragraph on page 3 of the Plan shall be deleted and the following provision shall be added therein:

"employer (except that residents of Puerto Rico and participants in the approved expatriate classification may be eligible employees without regard to this requirement;)"
2. Statement of ERISA Rights. The section called "Statement of ERISA Rights" on the bottom of page 4, the first two complete paragraphs on page 5, and the provisions on page 7 shall be deleted in its entirety. The section is hereby renamed "Claims and appeals". The following paragraph shall be added to the last paragraph on page 6 of the Plan:

"After the denial of your appeal, you have the right to bring a legal action under section 502(a) of ERISA; provided, however, that you bring your action within the timeframes described in the section of the insurance Certificate called "Legal Actions." You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."
3. Administration. The following section called "Important Administrative Information" shall be added beginning on page 7 of the Plan, and shall read as follows:

“Important Administrative Information

This section contains general information about the administration of the Plan, the plan documents, sponsors, and Claim Administrator. In addition, a statement about the future of the plans and Citigroup’s right to amend, modify, suspend, or terminate is outlined in this section.

Future of the plans and plan amendments

Citigroup has the right to amend, modify, suspend, or terminate any Plan, in whole or in part, at any time for any reason without prior notice. Citigroup may make any such amendment, modification, suspension, or termination of the plans for any reason. Plan amendments shall be adopted and executed by the Senior Human Resources Officer of Citigroup Inc., a Committee of the Board of Directors of Citigroup Inc., or any officer of Citigroup Inc. authorized to adopt plan amendments or sign other documents on behalf of Citigroup Inc., and may include amendments to insurance contracts or administrative agreements. The Plan is subject to various legal requirements, which may require changes in the Plan.

In the event of a conflict between the terms of the Plan and the terms of the Contract of the Insurer who is providing benefits under the Plan or other Supplement(s), the terms of the Contract or other Supplement(s) shall control as to those Participants receiving coverage under such Contract or the terms of the other Supplement(s). For this purpose, the Supplement shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates. To the extent that the terms of this Plan are not in conflict with the Supplement, the Committee may interpret, enforce, or add terms to the extent that the Committee deems necessary for the proper administration of the Plan, consistent with the Supplement, and consistent with the purposes of the Plan.

In the event of the dissolution, merger, consolidation or reorganization of Citigroup, the Plan will terminate unless the Plan are continued by a successor to Citigroup.

If a benefit is terminated and surplus assets remain after all liabilities have been paid, such surplus shall revert to Citigroup to the extent permitted under applicable law.

No right to employment

Nothing in this document represents or is considered an employment contract, and neither the existence of the Plan nor any statements made by or on behalf of Citigroup shall be construed to create any promise or contractual right to employment or to the benefits of employment. Citigroup or you may terminate the employment relationship without notice at any time and for any reason.

Funding and payment policy

Benefits under the Short Term Disability Plan are paid from the general assets of Citigroup. Benefits under the Long Term Disability Plan are funded through an insurance contract. The cost of the Short Term Disability Plan is borne by Citigroup; the cost of the Long Term Disability Plan is borne by Citigroup and participating employees. Any refund, rebate, dividend adjustment or other similar payment under any insurance contract entered into between Citigroup and any insurance provider shall be allocated, consistent with the fiduciary obligations imposed by ERISA, to reimburse Citigroup for premiums it has paid or to reduce Plan expenses. Payments under the Plan shall be made in accordance with Plan terms, insurance policies, or administrative agreements.”

4. Year of Service.

- a. In the chart in the eighth paragraph under the section called “Continuation of Other Benefits”, the heading “Length of recognized Citigroup service as of week 52 from STD date” is replaced by the following:

“Years of Service with Citigroup as of LTD effective date”

- b. The term “length of service” or any derivative of the same where it appears within the Plan shall be deleted and replaced by the term “Years of Service” and the following provision shall be added to the end of the second paragraph under the section called “Citigroup Short Term Disability Plan” on page 11 of the Plan:

“For purposes of the Plan, your years of service are based on your actual time providing services to Citigroup as an employee. You are credited with service from your hire date, or if you have had one or more breaks in service, from your adjusted service date. You will have a year of service for this purpose for each 12 months of service, counting any part of a month in which you provided service. Service before a break in service will be allowed or not under rules similar to the Citigroup Pension Plan credited service rules, such as not counting service prior to five consecutive one-year breaks in service. In no event will the time between your periods of Citigroup service be counted.”

5. Subrogation. The section called “Offset for Benefits” on page 13 of the Plan shall be amended by adding the following sentence at the end thereof:

“The Plan does not subrogate salary continuation or Short Term Disability payments.”

CITIGROUP INC.

ACTION OF THE SENIOR HUMAN RESOURCES OFFICERS

I, Michael Schlein, Senior Human Resources Officer of Citigroup Inc. (the "Corporation"), in accordance with the authority granted me by the Board of Directors in the Corporation, hereby authorize the following actions in the name of, and on behalf of the Corporation:

The Citigroup Short Term Disability Plan and the Citigroup Long Term Disability document shall be amended in accordance with the attached First Amendment.

12/20/06
Date


Michael Schlein