

Attached please find an electronic copy of the private placement memorandum (the “Private Placement Memorandum”), dated June 22, 2022, relating to the TIERS® Funding Trust Certificates, Series 2022-1 (the “Certificates”) offered by TIERS® Funding Trust, Series 2022-1 (the “Trust”).

The Private Placement Memorandum does not constitute an offer to any person (other than the recipient) or to the public generally to subscribe for or otherwise acquire the Certificates described therein.

**DISTRIBUTION OF THE PRIVATE PLACEMENT MEMORANDUM TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE TRUST, THE INITIAL PURCHASER REFERRED TO THEREIN AND THEIR RESPECTIVE AGENTS, AND ANY PERSONS RETAINED TO ADVISE THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE TRUST OR THE INITIAL PURCHASER WITH RESPECT THERETO, IS UNAUTHORIZED. ANY PHOTOCOPYING, DISCLOSURE OR ALTERATION OF THE CONTENTS OF THE PRIVATE PLACEMENT MEMORANDUM OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR ANY OTHER MEANS TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE TRUST OR THE INITIAL PURCHASER, IS PROHIBITED. BY ACCEPTING DELIVERY OF THE PRIVATE PLACEMENT MEMORANDUM, THE RECIPIENT AGREES TO THE FOREGOING.**

## PRIVATE PLACEMENT MEMORANDUM (IRISH LISTING)

### **TIERS® Funding Trust, Series 2022-1 \$300,000,000 Funding Trust Certificates Citigroup Global Markets Inc. Depositor**

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Each of the TIERS® Funding Trust Certificates, Series 2022-1 (the “Certificates”), offered hereby will represent an undivided beneficial interest in the TIERS® Funding Trust, Series 2022-1 (the “Trust”), which shall be formed pursuant to the Base Trust Agreement, dated as of August 10, 2004 (the “Base Trust Agreement”), between Citigroup Global Markets Inc., as depositor (the “Company” or the “Depositor”), and U.S. Bank Trust National Association, as trustee (the “Trustee”), as supplemented by the related Series 2022-1 Supplement, dated June 22, 2022 (the “Series Supplement” and together with the Base Trust Agreement, the “Trust Agreement”). The term “Trust” where the context so requires shall be construed as a reference to the Trustee acting solely in its capacity as Trustee in respect of the Trust.

**See “Risk Factors” on page 9 for a discussion of certain factors that should be considered in connection with an investment in the Certificates offered hereby.**

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This document comprises a prospectus for the purpose of Article 6(3) of Regulation (EU) 2017/1129 (as amended, the “**EU Prospectus Regulation**”). This prospectus has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under the EU Prospectus Regulation. The Central Bank only approves this document as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Trust or the quality of the Certificates that are the subject of this prospectus and investors should make their own assessment as to the suitability of investing in the Certificates.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for the Certificates to be admitted to the official list (the “**Official List**”) and to trading on its regulated market. References in this document to Notes being listed (and all related references) shall mean that such Certificates have been admitted to the Official List and to trading on Euronext Dublin’s regulated market.

This prospectus is valid for 12 (twelve) months from its date. The obligation to supplement this prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this prospectus is no longer valid. For the avoidance of doubt, the Issuer shall have no obligation to supplement this prospectus after the Certificates have been admitted to the Official List and to trading on its regulated market.

Amounts payable under the Term Asset will be calculated by reference to SOFR which is provided by the Federal Reserve Bank of New York. As at the date of the prospectus, the Federal Reserve Bank of New York does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**Benchmark Regulation**”).

THE CERTIFICATES REPRESENT INTERESTS IN THE TRUST ONLY AND DO NOT REPRESENT AN OBLIGATION OF OR INTEREST IN THE COMPANY, THE INITIAL PURCHASER, THE REPO COUNTERPARTY, THE TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES.

THE CERTIFICATES WILL NOT BE DEPOSITS OF CITIBANK, N.A. (“CITIBANK”) OR ANY OTHER INSURED INSTITUTION AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY OR INSTRUMENTALITY. THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND ARE BEING OFFERED ONLY TO PERSONS THAT ARE QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT). SEE “NOTICE TO INVESTORS.”

THE TRUST HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “INVESTMENT COMPANY ACT”).

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Citigroup Global Markets Inc. (“Citigroup” or the “Initial Purchaser”) has agreed to purchase the Certificates, upon issuance, from the Trust at 100% of the initial Certificate Principal Balance (as hereinafter defined) thereof.

The Certificates are offered by the Initial Purchaser subject to prior sale and to the Initial Purchaser’s right to reject any order in whole or in part and to withdraw, cancel or modify the offer without notice. The Initial Purchaser proposes to offer the Certificates from time to time for sale in negotiated transactions or otherwise, at prices determined at the time of sale. The Certificates will be represented by one or more global certificates, each of which will be in fully registered form and will be deposited with a custodian for, and registered in the name of, The Depository Trust Company (“DTC”) or its nominee. It is expected that delivery of the Certificates will be made on or about June 22, 2022 (the “Closing Date”) against payment therefor in same-day funds.

“TIERS®” is a registered service mark of Citigroup Global Markets Inc.

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**Citigroup**

The date of this Private Placement Memorandum is June 22, 2022.

*(continued from previous page)*

The property in respect of the Trust will consist of (i) the Repurchase Agreement (the “Term Asset”) and any Purchased Securities in respect of the Term Asset; (ii) the rights of the Trust under the Repurchase Agreement, the Annex I thereto and the Confirmation of trade terms thereunder, each dated June 22, 2022 between Citigroup Global Markets Inc., as repo counterparty (the “Repo Counterparty”) and the Trust (collectively, the “Repurchase Agreement”) and the Repurchase Agreement Guaranty; (iii) the rights of the Trust under a custodial undertaking agreement among the Bank of New York Mellon, as custodian (the “Custodian”), the Repo Counterparty and the Trustee, (the “Custodial Undertaking”); (iv) all funds from time to time deposited with the Trustee in accounts related to the Trust, and (v) all payments on or collections in respect of any of the foregoing accrued on or after the Closing Date, together with any proceeds thereof (collectively for the Trust, the “Trust Assets”). To the extent the Trust has funds available for such purpose from its Trust Assets, on one Business Day following each Price Differential Payment Date (which will be one Business Day following each Price Differential Calculation Date (March 22, June 22, September 22 and December 22 of each year beginning on September 22, 2022, or if any such day is not a Business Day, the next succeeding Business Day), with the final payment being made on the Repurchase Date), each, a “Scheduled Distribution Date”), the Trustee will distribute to the Holders, pro rata to their principal balances, an amount equal to the Price Differential received from the Repo Counterparty on the related Price Differential Payment Date, and the Trustee will pay to the Repo Counterparty any Purchased Securities Income on the day after it receives any Purchased Securities Income.

On the Closing Date, (i) Certificates with a Certificate Principal Balance of \$300,000,000 will be issued on behalf of the Trust and purchased by the Initial Purchaser, (ii) the Trustee will apply the proceeds of that sale to the Purchase Price payable by the Trust to the Repo Counterparty under the Repurchase Agreement and (iii) the Repo Counterparty will transfer or cause to be transferred to the Trust Purchased Securities in respect of the Term Asset with a Margin Value equal to \$300,000,000. The Certificate Principal Balance of the Certificates is scheduled to be paid in full on the Scheduled Certificate Termination Date.

No Purchased Securities Issuer is directly participating in, nor will any Purchased Securities Issuer receive any proceeds directly from, the sale of the Certificates. There is currently no secondary market for the Certificates, and there can be no assurance that a secondary market for the Certificates will develop or, if it does develop, that it will continue. See “Risk Factors—No Assurance of Liquidity.”

The Certificates will be represented by one or more global certificates, each of which will be in fully registered form and will be deposited with a custodian for, and registered in the name of, DTC or its nominee. Interests in a global certificate will be shown on, and transfers thereof will be effected only through, records maintained by DTC (with respect to participants’ interests) and its direct and indirect participants. Except in certain limited circumstances, certificated Certificates will not be issued in exchange for beneficial interests in a global certificate. See “Description of the Certificates—Definitive Certificates.”

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE USE OF PROSPECTIVE INVESTORS INTERESTED IN THE CERTIFICATES

OFFERED HEREBY. THE RECEIPT OF THIS PRIVATE PLACEMENT MEMORANDUM CONSTITUTES THE AGREEMENT ON THE PART OF THE RECIPIENT HEREOF (A) TO MAINTAIN THE CONFIDENTIALITY OF THE INFORMATION CONTAINED HEREIN, AS WELL AS ANY SUPPLEMENTAL INFORMATION PROVIDED TO THE RECIPIENT BY THE COMPANY, THE TRUSTEE OR THE INITIAL PURCHASER, OR ANY OF THEIR REPRESENTATIVES, EITHER ORALLY OR IN WRITTEN FORM, (B) THAT ANY REPRODUCTION OR DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM, IN WHOLE OR IN PART, OR DISCLOSURE OF ANY OF ITS CONTENTS TO ANY OTHER PERSON OR ITS USE FOR ANY PURPOSE OTHER THAN TO EVALUATE PARTICIPATION IN THE OFFERING DESCRIBED HEREIN IS STRICTLY PROHIBITED AND (C) THAT THIS PRIVATE PLACEMENT MEMORANDUM, AS WELL AS OTHER MATERIALS THAT SUBSEQUENTLY MAY BE PROVIDED BY THE COMPANY, THE TRUSTEE OR THE INITIAL PURCHASER ARE TO BE RETURNED PROMPTLY TO CITIGROUP GLOBAL MARKETS INC., 388 GREENWICH STREET, 6TH FLOOR, NEW YORK, NY 10013, IF THE RECIPIENT DECIDES NOT TO PARTICIPATE IN THE OFFERING OR IF THE OFFERING IS TERMINATED. THE INITIAL PURCHASER RESERVES THE RIGHT TO REJECT ANY OFFER TO PURCHASE CERTIFICATES, IN WHOLE OR IN PART, FOR ANY REASON.

NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS DOCUMENT, EACH RECIPIENT (AND EACH RECIPIENT'S EMPLOYEES, REPRESENTATIVES, OR AGENTS) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. TAX TREATMENT AND U.S. TAX STRUCTURE OF THE TRANSACTION AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO SUCH RECIPIENT RELATING TO SUCH U.S. TAX TREATMENT AND U.S. TAX STRUCTURE.

IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY, THE TRUST, THE REPO COUNTERPARTY AND PURCHASED SECURITIES ISSUERS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE CERTIFICATES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, STATE OR FOREIGN SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PROVIDED BY THE COMPANY, THE TRUST, THE REPO COUNTERPARTY AND OTHER SOURCES IDENTIFIED HEREIN SOLELY TO THE PROSPECTIVE INVESTORS IN THE CERTIFICATES DESCRIBED HEREIN. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND NOTHING CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS, OR SHALL BE RELIED UPON AS, A PROMISE OR REPRESENTATION AS TO THE PAST OR THE FUTURE. THE INITIAL PURCHASER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS SUMMARIES AND OTHER INFORMATION BELIEVED TO BE ACCURATE AS OF THE DATE HEREOF WITH

RESPECT TO CERTAIN TERMS OF CERTAIN DOCUMENTS, BUT REFERENCE IS MADE TO THE ACTUAL DOCUMENTS (COPIES OF WHICH WILL BE MADE AVAILABLE TO PROSPECTIVE INVESTORS UPON REQUEST TO THE COMPANY) FOR COMPLETE INFORMATION WITH RESPECT THERETO, AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY SUCH REFERENCE. NEITHER THE DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY, THE TRUST, THE PURCHASED SECURITIES ISSUERS OR THE REPO COUNTERPARTY SINCE THE DATE HEREOF, OR THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY, THE PURCHASED SECURITIES ISSUERS OR THE INITIAL PURCHASER.

THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE CERTIFICATES ARE BEING OFFERED AND SOLD IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT ONLY TO PERSONS THAT ARE QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT. PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT SELLERS OF THE CERTIFICATES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. FOR CERTAIN RESTRICTIONS ON REALES, SEE “METHOD OF DISTRIBUTION” AND “NOTICE TO INVESTORS.” THERE IS CURRENTLY NO SECONDARY MARKET FOR THE CERTIFICATES, AND THERE CAN BE NO ASSURANCE THAT A SECONDARY MARKET FOR THE CERTIFICATES WILL DEVELOP OR, IF IT DOES DEVELOP, THAT IT WILL CONTINUE.

THE DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM AND THE OFFERING OF THE CERTIFICATES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. PERSONS INTO WHOSE POSSESSION THIS PRIVATE PLACEMENT MEMORANDUM COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE, AND MAY NOT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

#### **NOTICE TO NEW HAMPSHIRE RESIDENTS**

**NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE UNIFORM SECURITIES ACT WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED**

**OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT ANY EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE INVESTOR, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.**

#### **NOTICE TO RESIDENTS OF THE EUROPEAN UNION**

CERTIFICATES ISSUED ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA (THE EEA). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED OR SUPERSEDED, MIFID II); OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED OR SUPERSEDED, THE PRIIPS REGULATION) FOR OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

#### **NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

THE CERTIFICATES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM (UK). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (EUWA); OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 AND ANY RULES OR REGULATIONS MADE UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION

(EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE UK PRIIPS REGULATION) FOR OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE CERTIFICATES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

**IMPORTANT INFORMATION RELATING TO THE USE OF THIS PRIVATE  
PLACEMENT MEMORANDUM**

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT ITS OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX, BUSINESS, FINANCIAL AND RELATED ASPECTS OF A PURCHASE OF THE CERTIFICATES. NONE OF THE COMPANY, THE REPO COUNTERPARTY, THE TRUSTEE OR THE INITIAL PURCHASER IS MAKING ANY REPRESENTATION TO ANY OFFEREE OR PURCHASER OF THE CERTIFICATES REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPROPRIATE LEGAL INVESTMENT OR SIMILAR LAWS.

NO ACTION HAS BEEN TAKEN THAT WOULD PERMIT AN OFFERING OF THE CERTIFICATES OR THE CIRCULATION OR DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM OR ANY OFFERING MATERIAL IN RELATION TO THE COMPANY, THE TRUST OR THE CERTIFICATES IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE CERTIFICATES, INCLUDING OVER-ALLOTMENT, STABILIZING AND SHORT-COVERING TRANSACTIONS IN SUCH CERTIFICATES, AND THE IMPOSITION OF A PENALTY BID, DURING AND AFTER THE OFFERING. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE “METHOD OF DISTRIBUTION.”

EACH PERSON PURCHASING CERTIFICATES FROM THE INITIAL PURCHASER ACKNOWLEDGES THAT (I) IT HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST FROM THE COMPANY, THE TRUST AND THE REPO COUNTERPARTY AND TO REVIEW, AND IT HAS RECEIVED, ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION HEREIN; (II) IT HAS NOT RELIED ON THE INITIAL PURCHASER OR ANY PERSON AFFILIATED WITH THE INITIAL PURCHASER IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM OR ITS INVESTMENT DECISION; AND (III) EXCEPT FOR INFORMATION PROVIDED DIRECTLY BY THE COMPANY, THE TRUST OR THE REPO COUNTERPARTY PURSUANT TO (I) ABOVE, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION CONCERNING THE CERTIFICATES OTHER THAN THOSE CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR



REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE COMPANY, THE TRUST, THE REPO COUNTERPARTY OR THE INITIAL PURCHASER.

THE TRUST AND THE DEPOSITOR ACCEPTS RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. TO THE BEST KNOWLEDGE OF THE TRUST AND THE DEPOSITOR, THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS IN ACCORDANCE WITH THE FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORT OF SUCH INFORMATION.

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## OVERVIEW OF OFFERING

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere herein. Certain capitalized terms used herein are defined in the Glossary, which appears as Appendix A hereto. An index of terms appears as Appendix D hereto.

The Trust.....	TIERS® Funding Trust, Series 2022-1. The Trust will be formed pursuant to the Base Trust Agreement dated as of August 10, 2004, between Citigroup Global Markets Inc., as depositor, and U.S. Bank Trust National Association, as trustee, as supplemented by the Series 2022-1 Supplement dated June 22, 2022. The Company is also the Repo Counterparty. The term “Trust” where the context so requires shall be construed as a reference to the Trustee acting solely in its capacity as Trustee in respect of the Trust.
Offered Securities .....	\$300,000,000 Certificate Principal Balance of TIERS® Funding Trust Certificates, Series 2022-1 to be issued on the Closing Date. The Certificates, each of which represents an undivided beneficial interest in the Trust, will be issued pursuant to the Trust Agreement. Certificateholders will receive distributions only from the Trust Assets.  The Certificates will not be rated.
No Additional Issuances .....	Without the consent of the Directing Holders, no TIERS® Funding Trust Certificates, Series 2022-1 will be offered other than the Offered Securities.
Term Asset.....	The Term Asset will consist of the Repurchase Agreement. On the Closing Date, the Trust will receive Purchased Securities from the Repo Counterparty pursuant to the Repurchase Agreement in return for paying the proceeds from the issuance of the Certificates to the Repo Counterparty under the Repurchase Agreement.
Purchased Securities.....	Any securities of the type listed in Schedule I to the Custodial Undertaking, attached hereto as Appendix C, that satisfy the Purchased Securities Limitations.
Repo Counterparty .....	Citigroup Global Markets Inc.
Repo Guarantor.....	Citigroup Inc.

Calculation Agent.....	Citigroup Global Markets Inc.
Closing Date .....	On or about June 22, 2022.
Scheduled Distribution Dates.....	<p>Distributions on the Certificates will be made one Business Day following each Price Differential Payment Date (each, a “Scheduled Distribution Date”).</p> <p>Each “Price Differential Payment Date” will occur one Business Day following each Price Differential Calculation Date, with the final payment being made on the Repurchase Date.</p> <p>Each “Price Differential Calculation Date” will occur on March 22, June 22, September 22 and December 22 of each year beginning on September 22, 2022, or if any such date is not a Business Day, the next succeeding Business Day.</p>
Periodic Distributions .....	<p>Periodic distributions on each Scheduled Distribution Date to the Holders, <i>pro rata</i> to their principal balances, will consist of payments in an amount equal to the aggregate amount obtained by daily application of the Pricing Rate to \$300,000,000 on an Actual/360 basis (i.e., multiply such amount by a fraction equal to the actual number of days in the Price Differential Accrual Period divided by 360) (the “Price Differential”).</p> <p>The “Pricing Rate” is the greater of (x) the Benchmark plus 0.90% and (y) zero. The initial Benchmark will be Compounded SOFR. The Benchmark may be replaced with a Benchmark Replacement Rate as described herein.</p> <p>Distributions on each Scheduled Distribution Date will be made to the Holders of record on the related Record Date.</p> <p>Pursuant to the Repurchase Agreement, on the Business Day following each date on which any principal, interest, dividends or other cash or non-cash distributions on Purchased Securities are received by the Trust, the Trust shall pay such amounts to the Repo Counterparty.</p>

Distribution upon Termination .....	<p>The “Scheduled Certificate Termination Date” is one Business Day following the Repurchase Date. The “Repurchase Date” is the Price Differential Payment Date in June 2024 or in the case of a Maturity Extension (as defined below), the date that would be the Price Differential Payment Date in June 2025 or June 2026, as applicable.</p> <p>On the Scheduled Certificate Termination Date, in addition to the payment of any accrued and unpaid Price Differential, as required on each Scheduled Distribution Date, upon receipt of an amount equal to the Repurchase Price from the Repo Counterparty, the Trustee will (i) distribute to Certificateholders any such amount received from the Repo Counterparty and (ii) deliver or cause to be delivered to the Repo Counterparty all Purchased Securities in respect of the Term Asset held on its behalf. The Certificates will be cancelled upon payment in full of the Certificates.</p> <p>The Trust Agreement will terminate upon the occurrence of any Trust Termination Event with respect to the Trust and settlement of the Trust’s obligations in respect thereof. Promptly after the Trustee has received a notice of a Trust Termination Event, the Trustee shall provide notice to the Certificateholders of the occurrence of a Trust Termination Event and the termination of the Trust. Except as otherwise provided in the Trust Agreement, the obligations of the Trustee will terminate upon the termination of the Trust Agreement.</p> <p>If an Early Termination Date occurs, upon receipt of an amount equal to the Repurchase Price plus any accrued but unpaid Price Differential from the Repo Counterparty, the Trustee will (i) distribute to Certificateholders, <u>pro rata</u> to their principal balances, the amount received from the Repo Counterparty and (ii) deliver or cause to be delivered to the Repo Counterparty all Purchased Securities in respect of the Term Asset held by it. Provided that the payment in (i) above permits payment in full of the Certificates, the Certificates will thereupon be cancelled.</p>
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If an Early Termination Date occurs and the Repo Counterparty does not pay to the Trust an amount equal to the Repurchase Price plus any accrued but unpaid Price Differential, the Trustee will sell or cause to be sold the Purchased Securities, to parties selected by and on terms directed by, the Directing Holders, in respect of the Term Asset in accordance with Paragraph 11 of the Repurchase Agreement.

Following the sale of the Purchased Securities, the Repo Counterparty remains liable to pay to the Trustee any additional amounts payable under Paragraph 11 of the Repurchase Agreement, and in the event the Repo Counterparty does not pay such amounts, the Repo Guarantor will be required to pay such amounts pursuant to the Repurchase Agreement Guaranty. Once all other assets of the Trust have been distributed, the Trustee shall assign to the Certificateholders their pro rata share of the remaining guaranty claim against the Repo Guarantor in full satisfaction of the Trust's obligations under the Certificates. Following the distribution to the Certificateholders of the Trust's claim under the Repurchase Agreement Guaranty, the Certificates will be cancelled. Each Certificateholder, by its acceptance of the Certificate, agrees to execute any documents that are reasonably necessary to complete such assignment of the guaranty claim.

On any date on which the Trustee receives the sale proceeds of such Purchased Securities and/or any additional payments from the Repo Counterparty under Paragraph 11 or the Repo Guarantor in respect of the Repurchase Agreement Guaranty, the Trustee shall distribute such proceeds (i) first, to the Certificateholders, pro rata to their principal balance, an amount up to the amount necessary to reduce their principal balance to zero and to pay any accrued and unpaid Price Differential and (ii) second, any remaining sale proceeds to the Repo Counterparty.

Maturity Extension.....On any Business Day on or before June 21, 2023, the Repo Counterparty may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2025; provided that (i) the

Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the Certificateholders consent to such an extension by delivery of a written notice to the Repo Counterparty (any such extension, a “Maturity Extension” ).

In the event that a Maturity Extension has been completed such that the Repurchase Date has been extended to the Price Differential Payment Date in June 2025, as contemplated above, on any Business Day on or before June 19, 2024, the Repo Counterparty may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2026; provided that (i) the Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the Certificateholders consent to such an extension by delivery of written notice to the Repo Counterparty.

If a request for a Maturity Extension is rejected by the Certificateholders, the Repo Counterparty may make additional requests for a Maturity Extension prior to the Repurchase Date.

Record Dates.....The Business Day immediately preceding each Scheduled Distribution Date. Distributions on each Scheduled Distribution Date will be made to the Certificateholders of record on the related Record Date.

Events of Default.....There are no events of default with respect to the Certificates, but the Trust is subject to Trust Termination Events and the Repurchase Agreement is subject to Repo Events of Default. See “Description of the Certificates—Termination of Trust” and “Description of the Repurchase Agreement—Repo Events of Default and Remedies.”

Description of the Repurchase Agreement.....Pursuant to the Repurchase Agreement, on each Price Differential Payment Date, the Repo Counterparty will pay to the Trust an amount equal to the Price Differential. The Price Differential with respect to any Price Differential Payment Date received from the Repo Counterparty will be the amount to be distributed

to the Holders, *pro rata* to their principal balances, on the immediately following Scheduled Distribution Date. On each Purchased Securities Payment Date, the Trustee shall pay or cause to be paid such Purchased Securities Income to the Repo Counterparty (including, for the avoidance of doubt, by entering into the Custodial Undertaking, which provides that the Custodian is to make such payments to the Repo Counterparty).

For a description of the termination provisions contained in the Repurchase Agreement, see “— Distribution Upon Termination” above and “Description of the Repurchase Agreement.”

Pursuant to the Custodial Undertaking, the Custodian will hold the Purchased Securities in an account of the Trust and shall determine the Market Value and Margin Value of the Purchased Securities on each Business Day. See “Description of the Repurchase Agreement—Purchased Securities Margin Maintenance and the Custodial Undertaking.”

#### Description of the Repurchase

Agreement Guaranty ..... The Repo Guarantor will guarantee the obligations of the Repo Counterparty under the Repurchase Agreement (i) to pay the Price Differential on each Price Differential Payment Date and (ii) in the event of a Repo Event of Default by the Repo Counterparty, to pay the shortfall between the proceeds of the liquidation of the Purchased Securities and the Certificate Principal Balance.

The Repurchase Agreement Guaranty will not guarantee the obligation of the Repo Counterparty to repay the Repurchase Price on the Repurchase Date.

Trustee and Trust Agreement ..... U.S. Bank Trust National Association will act as Trustee of the Trust pursuant to the Trust Agreement. You may inspect the Trust Agreement at the office of the Trustee at 100 Wall Street, Suite 1600, New York, New York 10005.

Custodian..... The Bank of New York Mellon will act as Custodian under the Custodial Undertaking in respect of the Repurchase Agreement.



Denominations; Specified Currency .....	The Certificates will be denominated and payable in U.S. Dollars and will be available for purchase in minimum denominations of \$1,000,000 and integral multiples of \$1,000,000 in excess thereof.
Form of Security.....	The Certificates will be represented by one or more global certificates deposited with, or on behalf of, DTC. See “Description of the Certificates—Form of the Certificates.”
Federal Income Tax Consequences.....	For U.S. federal income tax purposes, each Certificateholder agrees to treat the Trust as a grantor trust, to treat itself as holding an undivided beneficial ownership interest in the assets of the Trust, to treat the Repurchase Agreement as a secured loan by the Trust to the Repo Counterparty, to treat the Purchased Securities as collateral pledged by the Repo Counterparty to secure such loan and to treat income on the Purchased Securities as income of the Repo Counterparty or of any party for whom the Repo Counterparty may be acting, including customers. For a discussion of the U.S. federal income tax consequences of an investment in the Certificates by Non-U.S. Holders, see “Certain U.S. Federal Income Tax Considerations” herein.
ERISA Considerations .....	Each purchaser and transferee of a Certificate, and each fiduciary who causes any entity to purchase a Certificate, shall be deemed to have represented and warranted that, for so long as it holds the Certificate or a beneficial interest therein, it is neither a Plan nor a non-US, church or governmental plan subject to Similar Law. See “ERISA Considerations” and “Notice to Investors” herein.
Transfer Restrictions .....	The Certificates will not be registered under the Securities Act and may not be offered or sold, except in the manner described herein. See “ERISA Considerations,” “Method of Distribution” and “Notice to Investors.”
Listing and Trading.....	Application has been made to Euronext Dublin for the Certificates to be admitted to the Official List and to trading on its regulated market. See “Listing.” There is currently no market for any Certificates and there can be no assurance that such a market will

develop. See “Risk Factors—No Assurance of Liquidity.”

Governing Law .....The Certificates and the Trust Agreement will be governed by, and construed in accordance with, the laws of the State of New York.

## **RISK FACTORS**

### **Relating to the Trust**

***No Rights in Respect of Trust Assets.*** Certificateholders have limited rights in respect of the Trust Assets, and do not have any right to vote as a holder in respect of the Trust Assets or any right to receive the Trust Assets, save as expressly provided in the Trust Agreement. No representation, warranty or undertaking, express or implied, is given as to the performance of any Trust Assets.

***Trust Assets Are the Only Payment Source.*** The Certificates are payable solely from payments made by the Repo Counterparty pursuant to the Repurchase Agreement and any other available payments on Trust Assets (if any) should the Repo Counterparty fail to perform its obligations, including payments by the Repo Guarantor under the Repurchase Agreement Guaranty. Periodic payments to Certificateholders on each Scheduled Distribution Date will be made from the payment of the Price Differential that the Trustee receives from the Repo Counterparty (or the Repo Guarantor) with respect to the related Price Differential Payment Date. Income payments (including interest, principal and any other distribution thereon) on the Purchased Securities will be paid to the Repo Counterparty and will not be available for distribution to Certificateholders. Repayment of the principal balance of the Certificates will be made by the Repo Counterparty, or in the event the Repo Counterparty does not make its required payment, from the proceeds of the liquidation of the Purchased Securities. The Repo Guarantor will not guarantee payment of the Repurchase Price on the Repurchase Date, but if a Repo Event of Default by the Repo Counterparty occurs it will guarantee payment of the amount of any shortfall between the proceeds of the liquidated Purchased Securities and the principal balance of the Certificates. Following an Early Termination Date that results in a Trust Termination Event, the transactions under the Repurchase Agreement will settle in the manner described herein and the Certificates will be cancelled whether or not they have been repaid in full.

In addition, to the extent that any indemnity is owed from the Trust to the Trustee pursuant to the Trust Agreement as described herein, the payment of such amounts will further reduce amounts available for distribution to the Certificateholders. See “Description of the Trust Agreement—The Trustee,” herein.

***Reliance on Creditworthiness of the Repo Counterparty, the Repo Guarantor and the Trust and the Liquidation Value of the Purchased Securities.*** The ability of the Trustee to meet its obligations as Trustee on behalf of the Trust under the Certificates will depend on the receipt by it of payments under the Repurchase Agreement between the Trust and the Repo Counterparty and any payments under the Repurchase Agreement Guaranty and, in the event the Repo Counterparty does not meet its obligations under the Repurchase Agreement, the sale proceeds of the Purchased Securities. Consequently, the holders of the Certificates of the Trust are exposed to the credit risk of the Repo Counterparty with respect to its obligations under the Repurchase Agreement and the Repo Guarantor with respect to its obligations under the Repurchase Agreement Guaranty, and the market value of the Purchased Securities in a liquidation scenario.

If the Repo Counterparty defaults on its payment obligations under the Repurchase Agreement, or becomes subject to bankruptcy, insolvency, receivership, conservatorship or similar

proceedings under applicable law, such event can cause an early termination of the Trust and an Early Termination Date.

Events of bankruptcy or insolvency or resolution proceedings relating to Citigroup Inc. will not constitute an event of default with respect to the Term Asset. Similarly, any breach of the terms of the guarantee by Citigroup Inc. will not constitute an event of default with respect to the Term Asset. Furthermore, it will not constitute an event of default with respect to the Term Asset if the guarantee by Citigroup Inc. ceases to be in full force and effect for any reason, provided that, under the terms of Citigroup Inc.'s guarantee of the Term Asset, Citigroup Inc. does not have the right to terminate the guarantee with respect to the Term Asset. Therefore, events of bankruptcy or insolvency or resolution proceedings relating to Citigroup Inc. (in the absence of any such event occurring with respect to the Repo Counterparty) will not permit the Term Asset to be accelerated. The value the Trust receives on the Term Asset may be significantly less than what would have otherwise received had the Term Asset been accelerated immediately upon certain events of bankruptcy or insolvency or resolution proceedings relating to Citigroup Inc. or the breach by Citigroup Inc. of the terms of the guarantee or upon Citigroup's guarantee ceasing to be in full force and effect.

***Purchased Securities May Include Structured Instruments.*** Purchased Securities may include, without limitation, structured financial instruments such as asset-backed securities, mortgage-backed securities, collateralized loan and bond obligation securities, trust preferred-backed securities, instruments with embedded derivatives and other financial instruments (including, without limitation, securities, any other types of assets or instruments and any combination of the foregoing) the returns on which may be linked to and/or backed by any one or more assets, instruments and/or other items (collectively, "Structured Instruments").

Structured Instruments may be subject to a high degree of complex risks and may experience a substantial or total loss of value upon the occurrence of certain events. The performance of Structured Instruments may be affected by numerous factors, including, without limitation, supply-demand, general asset or market conditions, interest rates, currency exchange rates, the financial situation of each relevant obligor and each reference entity, changes in political and economic conditions generally or changes in specific industry segments, changes in governmental rules, regulations and fiscal policies, financial mismanagement, war or acts of violence or force majeure.

Amounts payable under certain Structured Instruments may depend upon the cash flow generated by the items and/or assets on which the relevant securities may be secured (the "Structured Instrument Collateral"). There can be no assurance that the obligors of the Structured Instrument Collateral will meet their obligations under the Structured Instrument Collateral or that the cash flow generated by the Structured Instrument Collateral will be sufficient to ensure payment when due, or at all, of amounts payable under the securities. Amounts payable under certain Structured Instruments may also depend upon the performance of obligations by certain parties (such as swap counterparties) and, if any such party defaults in their performance, then such securities may experience a substantial or total loss of value.

Certain Structured Instruments may be instruments containing embedded derivatives. Such derivatives may be highly complex financial instruments. Amounts payable under and the market

value of such derivatives could be adversely affected by numerous factors and events. Accordingly, the value of such Structured Instruments may be highly volatile, and such Structured Instruments may experience a substantial or total loss of value due to the negative performance of such embedded derivatives.

Certain Structured Instruments may represent a highly leveraged exposure to the items and/or assets to which they are linked and/or by which they are backed. In these cases, the value of and/or the amounts payable under the Structured Instruments may be significantly affected by, among other things, changes in the value of and/or payments and/or proceeds from such items and/or assets. The leveraged nature of the exposure of the Structured Instruments to such items and/or assets may magnify the adverse impact of changes to such items and/or assets. The Structured Instruments may experience a substantial or total loss of value as a result.

Because of the characteristics described above, Structured Instruments may experience high levels of price volatility and illiquidity. This will have an effect on the accuracy of the market values of the Structured Instruments determined by the Custodian under the Repurchase Agreement and whether such value of the Structured Instruments can actually be realized upon sale of such Structured Instruments following a Repo Event of Default.

### **Relating to the Certificates**

***No Assurance of Liquidity.*** There is currently no secondary market for the Certificates, and there is no assurance that any secondary market will develop or be maintained for the Certificates. Accordingly, the liquidity of the Certificates may be limited. If a secondary market does develop, there can be no assurance that it will provide Certificateholders with liquidity or that it will continue for the life of the Certificates. The Certificates have not been registered under the Securities Act and will be subject to restrictions on resale.

Some of the Purchased Securities may have no, or only a limited, trading market. The liquidity of the Purchased Securities will generally fluctuate with, among other things, the underlying liquidity of loan and bond markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the related issuers. Financial markets have experienced periods of extreme volatility and severely reduced liquidity, which may reoccur and reduce the market value of the Purchased Securities. Some or all of the Purchased Securities may also be subject to restrictions on transfer and may be considered illiquid. In the event Purchased Securities are liquidated following a Trust Termination Event, any resulting diminution in market value of a Purchased Security could be further magnified by reason of such limited liquidity for similar securities generally or that Purchased Security in particular.

### **Conflicts of Interest Involving Citigroup Global Markets Inc. and Its Affiliates**

Citigroup Global Markets Inc. and its affiliates are acting in a number of capacities in connection with the transaction described herein. Citigroup Global Markets Inc. is the Initial Purchaser, Repo Counterparty and the Depositor. The Repo Guarantor, Citigroup Inc., is an affiliate of Citigroup Global Markets Inc. Potential conflicts of interest may exist between such

parties and Certificateholders. The following briefly summarizes some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

Citigroup Global Markets Inc. and each of its affiliates acting in such capacities will have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity and will not, by reason of its or any of its affiliates' acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each such capacity. In no event shall Citigroup Global Markets Inc. or any of its affiliates be deemed to have any fiduciary obligations to the Certificateholders or any other person by reason of its or any of its affiliates' acting in any capacity. Citigroup Global Markets Inc. may take actions under the Repurchase Agreement or otherwise that may be inconsistent with or adverse to the interests of the Certificateholders.

Citigroup Global Markets Inc. and its affiliates may purchase, hold and sell the Certificates from time to time subject to certain limitations discussed below.

Citigroup Global Markets Inc. has the right under the Repurchase Agreement to substitute Purchased Securities at any time, subject to the Purchased Securities Limitations. Citigroup Global Markets Inc. and its affiliates may have an interest in such substitution of Purchased Securities that may be adverse to the interests of the Certificateholders, and Citigroup Global Markets Inc. has no obligation to select any Purchased Securities that are more liquid, have higher valuations or are less volatile in price than others, and may have an incentive to do the opposite, to the possible detriment of Certificateholders. In addition, Citigroup Global Markets Inc. and/or its affiliates may from time to time possess interests in the Purchased Securities and/or Purchased Securities Issuer allowing Citigroup Global Markets Inc. or its affiliates, as applicable (or any investment manager or adviser acting on its or their behalf), to exercise voting or consent rights with respect thereto, and such rights may be exercised in a manner that may be adverse to the interests of the Certificateholders or that may affect the market value of Purchased Securities and/or the amounts payable thereunder. Citigroup Global Markets Inc. and its affiliates may, whether by reason of the types of relationships described herein or otherwise, at the date hereof or any time hereafter, be in possession of material nonpublic information in relation to an Purchased Securities Issuer. Citigroup Global Markets Inc. and its affiliates will have no obligation to disclose any such information to investors or to use such information for the benefit of investors and may be prohibited from doing so. Although Citigroup Global Markets Inc. and its affiliates will not act on the basis of such information in the context of the Repurchase Agreement, the possession of such information will not otherwise prevent Citigroup Global Markets Inc. or its affiliates from taking actions under the Repurchase Agreement.

Citigroup Global Markets Inc. and its affiliates may act as administrative agent, underwriter, initial purchaser or placement agent or in a similar capacity for entities having investment objectives similar to those of the Trust, either now or in the future. Employees of Citigroup Global Markets Inc. and its affiliates may also serve as directors of other entities having investment objectives similar to those of the Trust.

## Considerations Relating to the Benchmark

***Compounded SOFR is a Daily Rate That is Relatively New in the Marketplace.*** The Pricing Rate will be based on a formula used to calculate a daily compounded Secured Overnight Financing Rate, which is relatively new in the market. The Pricing Rate will not be the Secured Overnight Financing Rate published on or in respect of a particular date during such interest period or an average of the Secured Overnight Financing Rate during such period. Accordingly, the Pricing Rate will differ from the interest rate on other investments linked to the Secured Overnight Financing Rate that use an alternative basis to determine the applicable interest rate. Limited market precedent exists for securities that use the Secured Overnight Financing Rate as the interest rate, and the method for calculating an interest rate based upon the Secured Overnight Financing Rate in those precedents varies. Accordingly, the specific formula for Compounded SOFR used for determining the Pricing Rate may not be widely adopted by other market participants, if at all. If the market adopts a calculation method that differs from that for the Pricing Rate, the return on, value of and market for the Certificates could be adversely affected.

***Any Failure of SOFR to Gain Market Acceptance Could Adversely Affect Holders of the Certificates.*** The Secured Overnight Financing Rate may fail to gain market acceptance. The Secured Overnight Financing Rate was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to the London interbank offered rate for U.S. dollar obligations (“U.S. dollar LIBOR”) in part because it is considered to be a good representation of general funding conditions in the overnight U.S. Treasury repo market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider the Secured Overnight Financing Rate to be a suitable substitute or successor for all of the purposes for which U.S. dollar LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen its market acceptance. Any failure of the Secured Overnight Financing Rate to gain market acceptance could adversely affect the return on, value of and market for the Certificates.

***Any Market for the Certificates May Be Illiquid or Unpredictable.*** The Certificates will have no established trading market when issued, and an established trading market for the Certificates may never develop or may not be very liquid. Market terms for securities that are linked to the Secured Overnight Financing Rate may evolve over time, and as a result, trading prices of the Certificates may be lower than those of later-issued securities that are linked to the Secured Overnight Financing Rate. Similarly, if the Secured Overnight Financing Rate does not prove to be widely used in securities that are similar or comparable to the Certificates, the trading price of the Certificates may be lower than those of securities that are linked to rates that are more widely used. You may not be able to sell your Certificates at all or may not be able to sell the Certificates at prices that will provide you with a yield comparable to similar investments that have a developed secondary market, and consequently, you may suffer from increased pricing volatility and market risk.

The manner of adoption or application of reference rates based on the Secured Overnight Financing Rate in the bond market may differ materially compared with the application and adoption of the Secured Overnight Financing Rate in other markets, such as the derivatives and

loan markets. You should carefully consider how any potential inconsistencies between the adoption of reference rates based on the Secured Overnight Financing Rate across these markets may impact any hedging or other financial arrangements which you may put in place in connection with any acquisition, holding or disposal of the Certificates.

***You Should Not Rely on Indicative or Historical Data Concerning the Secured Overnight Financing Rate.*** The NY Federal Reserve started publishing the Secured Overnight Financing Rate in April 2018 and has also started publishing historical indicative Secured Overnight Financing Rates dating back to 2014, although such historical indicative data inherently involves assumptions, estimates and approximations. You should not rely on such historical indicative data or on any historical changes or trends in the Secured Overnight Financing Rate as an indicator of the future performance of the Secured Overnight Financing Rate. Since the initial publication of the Secured Overnight Financing Rate, daily changes in the rate have, on occasion, been more volatile than daily changes in comparable benchmark or market rates, and the Secured Overnight Financing Rate over time may bear little or no relation to the historical actual or historical indicative data. In addition, the return on and value of the Certificates may fluctuate more than floating rate securities that are linked to less volatile rates.

***Changes in the Secured Overnight Financing Rate Could Adversely Affect Holders of the Certificates.*** Because the Secured Overnight Financing Rate is published by the NY Federal Reserve based on data received from other sources, neither the Repo Counterparty nor the Trust has control over its determination, calculation or publication. There can be no assurance that the Secured Overnight Financing Rate will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Certificates. If the manner in which the Secured Overnight Financing Rate is calculated is changed, that change may result in a reduction in the amount of interest that accrues on the Certificates, which may adversely affect the trading prices of the Certificates. In addition, the Pricing Rate for any day will not be adjusted for any modification or amendment to the Secured Overnight Financing Rate for that day that NY Federal Reserve may publish if the Pricing Rate for that day has already been determined prior to such publication. Further, if Pricing Rate for any period declines to zero, no Price Differential will accrue with respect to that period.

***Any Benchmark Replacement May Not Be the Economic Equivalent of Compounded SOFR.*** Under the benchmark transition provisions of the Term Asset, if the Repo Counterparty (or its Affiliate) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR or the then-current Benchmark, then the Pricing Rate will be determined using the next available Benchmark Replacement (which may include a related Benchmark Replacement Adjustment). However, there is no assurance that the characteristics of the Benchmark Replacement will be similar to Compounded SOFR or the then-current Benchmark that it is replacing and the Benchmark Replacement may not be the economic equivalent of Compounded SOFR or the then-current Benchmark that it is replacing. Further, the ISDA Fallback Rate, which is a potential Benchmark Replacement, may change over time.

In addition, (i) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Certificates, (ii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement may not be predicted based on



historical performance, (iii) the secondary trading market for securities based on the Benchmark Replacement may be limited and (iv) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider your interests in doing so.

***The Implementation of Benchmark Replacement Conforming Changes Could Adversely Affect Certificateholders.*** Under the benchmark transition provisions of the Term Asset, if a particular Benchmark Replacement or Benchmark Replacement Adjustment cannot be determined, then the next-available Benchmark Replacement or Benchmark Replacement Adjustment will apply. These replacement rates and adjustments may be selected or formulated by (i) the Relevant Governmental Body, (ii) ISDA or (iii) in certain circumstances, the Repo Counterparty (or its Affiliate). In addition, the benchmark transition provisions expressly authorize the Repo Counterparty (or its Affiliate) to make certain changes, which are defined as “Benchmark Replacement Conforming Changes,” with respect to, among other things, the definition of price differential period, timing and frequency of determining pricing rates and making payments of price differential, rounding of amounts or tenors, and other matters with respect to the Term Asset. The application of a Benchmark Replacement and Benchmark Replacement Adjustment, and any implementation of Benchmark Replacement Conforming Changes, could result in adverse consequences to the amount of Price Differential payable on the Term Asset, which could adversely affect the return on, value of and market for the Certificates.

***The Repo Counterparty (or One of Its Affiliates) Will Have Authority to Make Determinations, Decisions and Elections That Could Affect the Return on, Value of and Market for the Certificates.***

Under the terms of the Term Asset, the Repo Counterparty (or one of its Affiliates) will be authorized to make certain determinations, decisions and elections with respect to the Pricing Rate. The Repo Counterparty (or one of its Affiliates) will make any such determination, decision or election in its sole discretion, and any such determination, decision or election that is made could affect the amount of Price Differential payable on the Term Asset. For example, if the Repo Counterparty (or one of its Affiliates) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, then the Repo Counterparty (or one of its Affiliates) will determine, among other things, the Benchmark Replacement, Benchmark Replacement Adjustment and Benchmark Replacement Conforming Changes. Any exercise of discretion by the Repo Counterparty, or by one of its Affiliates, under the terms of the Term Asset could present a conflict of interest. The interests of the Repo Counterparty (or one of its Affiliates) in making the determinations described above may be adverse to the Trust and the Certificateholders. All determinations, decisions or elections by the Repo Counterparty (or one of its Affiliates) will be conclusive and binding absent manifest error.

### **Considerations Relating to an Insolvency of Citigroup Global Markets Inc. and its Affiliates**

As described in detail below, in the event that Citigroup Global Markets Inc. becomes insolvent, the Repurchase Agreement and the Purchased Securities acquired under the Repurchase Agreement may become subject to a stay, or moratorium or other injunction, and during such stay or moratorium, payments in respect of the Certificates may be delayed and the Purchased

Securities may decline in value, either of which could diminish the return on an investment in the Certificates.

***The Insolvency of Citigroup Global Markets Inc. Could Impair the Trust's Rights Under the Repurchase Transactions.*** If Citigroup Global Markets Inc. were to become subject to insolvency proceedings under any of the Bankruptcy Code, the Securities Investor Protection Act or orderly liquidation, the Repurchase Agreement is intended to constitute a “securities contract”, and may also constitute another specified type of financial contract which has the benefit of certain safe harbors under applicable law. If the Repurchase Agreement were treated as having the benefit of such safe harbors, the Trust’s exercise of its remedies would not be subject to applicable stays generally imposed by applicable insolvency law on non-safe-harbored contracts. It is possible, however, that the Repurchase Agreement could be determined not to constitute a safe-harbored contract under the applicable insolvency regime, and therefore would be subject to certain applicable stays. The consequences of the Repurchase Agreement not being considered a safe-harbored contract vary based on the applicable insolvency regime.

***Bankruptcy Code:*** If the Repurchase Agreement were not considered to be a safe-harbored contract in a proceeding under the Bankruptcy Code, the Trust would be subject to the automatic stay provisions of the Bankruptcy Code. The consequences of a stay are discussed below under “—Applicability of Stay or Moratorium Provisions May Impair and Delay Remedies, and Diminish the Value of Collateral”.

***Securities Investor Protection Act:*** If the Repurchase Agreement were determined not to be a safe-harbored contract in a proceeding under the Securities Investor Protection Act, the Trust’s ability to exercise remedies under the Repurchase Agreement would be subject to the automatic stay provisions applicable in a proceeding under the Securities Investor Protection Act. Furthermore, even if the Repurchase Agreement was determined to constitute a safe-harbored contract, a court in a Securities Investor Protection Act proceeding will likely issue a supplemental stay that prohibits the exercise of the Trust’s remedies against the Purchased Securities. The Securities Investor Protection Corporation has stated, in correspondence with the Securities Industry and Financial Markets Association, that it would consent (and would urge an appointed trustee to consent) to relief from the supplemental stay and either perform the insolvent broker-dealer’s obligations under repurchase agreements or consent to the liquidation of repurchase transactions upon receiving appropriate documentation from counterparties, and it hopes that it would be able to make the determinations necessary for its consent within four to five days thereafter or in a shorter period in the event of particular market volatility. Although there is precedent for the Securities Investor Protection Corporation having made this determination in the past within one business day of receiving the appropriate documentation, there have been few instances in which counterparties have needed to seek the Securities Investor Protection Corporation’s consent, and there can be no assurance that such a determination will be made or that such a determination will be made within any particular period of time. In addition, the fact that the Trust is a special purpose entity sponsored by Citigroup Global Markets Inc. may also affect the amount of time the Securities Investor Protection Corporation may take to determine whether to consent to relief from the supplemental stay. The consequences of a stay are discussed below under “—Applicability of Stay or Moratorium Provisions May Impair and Delay Remedies, and Diminish the Value of the Collateral”.

*Orderly Liquidation:* Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act, entitled Orderly Liquidation Authority, enacted in July 2010, has created an alternative insolvency regime available to federal regulators in cases where the failure of a financial company would adversely affect the financial stability of the United States. This new insolvency regime is referred to in this Private Placement Memorandum as “orderly liquidation.” An insolvency proceeding in respect of Citigroup Global Markets Inc. could also occur under orderly liquidation if federal regulators determine that its insolvency under otherwise applicable insolvency law would adversely affect the financial stability of the United States and that Citigroup Global Markets Inc. should be liquidated in proceedings under orderly liquidation. Even if the Repurchase Agreement were considered to be a safe-harbored contract under orderly liquidation, the ability of the Trust to exercise its remedies under the Repurchase Agreement would be stayed for one business day, during which time a receiver would be permitted to transfer the Repurchase Agreement to a third-party financial institution that assumes all of Citigroup Global Markets Inc.’s rights and obligations under the Repurchase Agreement. Brokers, dealers, depository institutions, bridge companies or any other institution determined by the Federal Deposit Insurance Corporation (the “FDIC”) by regulation may be a transferee, and a transferee’s identity and creditworthiness cannot be ascertained in advance. In the event of such a transfer, an Early Termination Date would not occur and the Trust would not terminate.

If the Repurchase Agreement were determined not to constitute a safe-harbored contract under orderly liquidation, the Trust’s rights to exercise remedies under the Repurchase Agreement would be subject to the automatic stay provisions of orderly liquidation for a period of 90 days. During the 90-day stay, there is no assurance that a receiver would perform Citigroup Global Markets Inc.’s obligations under the Repurchase Agreement, and the Trust’s ability to exercise its remedies under the Repurchase Agreement due to the receiver’s failure to perform such obligations is uncertain. Another provision of orderly liquidation would apparently prohibit the exercise of remedies by the Trust beyond the 90-day stay without the consent of the FDIC even if the receiver did not perform Citigroup Global Markets Inc.’s obligations under the Repurchase Agreement, if the Repurchase Agreement were determined not to constitute a safe-harbored contract. The consequences of a stay are discussed below under “—Applicability of Stay or Moratorium Provisions May Impair and Delay Remedies, and Diminish the Value of the Collateral”.

Furthermore, under circumstances where the proceeds of orderly liquidation are insufficient to repay amounts borrowed by the FDIC, as receiver, from the U.S. government, to the extent that a receiver’s actions taken with respect to the Repurchase Agreement (such as making payments thereunder or possibly transferring the Repurchase Agreement) result in the Trust receiving more under orderly liquidation than it would have in a Bankruptcy Code or Securities Investor Protection Act liquidation of Citigroup Global Markets Inc., the Trust may over time be subject to “clawback” assessments equal to the amount of such excess, which may adversely affect the amount Certificateholders receive in payments on the Certificates.

***Applicability of Stay or Moratorium Provisions May Impair and Delay Remedies, and Diminish the Value of the Collateral.*** As described above, a Repurchase Agreement and its underlying securities may become subject to the stay provisions of the Bankruptcy Code, the Securities Investor Protection Act or orderly liquidation. In such an event, the Trust’s ability to collect amounts owing under the Repurchase Agreement and to exercise its remedies under the Repurchase Agreement, and the Trustee’s ability to foreclose on the Repurchase Agreement or

securities acquired under the Repurchase Agreement may be impaired or delayed, even if Citigroup Global Markets Inc., or its trustee or receiver, fails to meet its obligations under the repurchase transactions. During such stay or moratorium, there may be a diminution in the value of the Purchased Securities. Such diminution in value may adversely affect the amount Certificateholders receive in respect of the Certificates. Furthermore, such a stay or moratorium could adversely affect the timing of payments on the Certificates.

In addition, if Citigroup Global Markets Inc. becomes insolvent, it is possible that certain transfers of securities or monies by the Citigroup Global Markets Inc. to the Trust under the Repurchase Agreement could be challenged as a preference or other avoidable transfer under applicable insolvency law. If such a challenge were to succeed, the Trust could be required to return transferred assets to Citigroup Global Markets Inc. Although the Trust would then have a claim against the insolvent Citigroup Global Markets Inc. for the value of the assets returned (but not greater than the repurchase price), it is likely that there would be a significant delay before any payments were made on that claim, and the amount of the ultimate recovery would likely be significantly less than the value of the assets returned. As described below, for the purposes of applicable U.S. insolvency law, the Repurchase Agreement is intended to constitute a “securities contract”, and may also constitute another type of specified financial contract which has the benefit of certain safe harbors under applicable insolvency law. If the Repurchase Agreement were respected as a safe-harbored contract, the applicable safe harbors under U.S. insolvency law would generally exempt transfers of assets by Citigroup Global Markets Inc. to the Trust from preference or other avoidance actions (absent actual intent on the part of Citigroup Global Markets Inc. to hinder, delay or defraud its creditors). In addition to the safe harbor provisions, there may be additional defenses to such an action under U.S. insolvency law, including the defense that such transfers of securities were within the ordinary course of Citigroup Global Markets Inc.’s business.

***Provisions of Orderly Liquidation Authority May Impair the Trust’s Rights.*** The determination of whether a financial company’s failure under otherwise applicable insolvency law would adversely affect the financial stability of the United States (thereby making orderly liquidation applicable) would not be made until the time of its failure. At such time, federal regulators may determine that the failure of Citigroup Inc. or one of its affiliates, including Citigroup Global Markets Inc., under otherwise applicable insolvency law would adversely affect the financial stability of the United States, in which event orderly liquidation should apply. In such an event, a receiver would be permitted to transfer the Repurchase Agreement Guaranty to a third-party financial institution that assumes all of Citigroup Inc.’s rights and obligations under the guaranty, notwithstanding contractual restrictions against such a transfer or to provide a replacement guarantee or take any other action that the receiver determines adequately protects the interests of the Trust as beneficiary under the guarantee. The transferee’s identity and creditworthiness cannot be ascertained in advance, and in the event of such transfer an Early Termination Date would not occur and the Trust would not terminate.

Unlike proceedings under the Bankruptcy Code, which are conducted in federal courts, orderly liquidation is an administrative insolvency regime where decisions are made by the FDIC acting as receiver for the failed financial company. The FDIC is granted significant discretion in exercising the powers granted under orderly liquidation and claimants may have only limited judicial review of its actions.

There is significant uncertainty as to how legal and factual issues under orderly liquidation would be resolved by the FDIC or a court.

In the event of the insolvency of Citigroup Inc., the FDIC could also elect to subject Citigroup Global Markets Inc. to orderly liquidation, which may also impair the Trust's rights.

***Current Law May Change.*** The risks discussed above are based on existing law, including the availability of certain safe harbors applicable to "securities contracts" under applicable insolvency regimes. Investors in the Certificates should be aware that existing law may change at any time and without notice, and the safe harbors discussed above may become unavailable without notice. Such changes in law may impair the Trust's rights under the Repurchase Agreement, which may adversely affect the amount Certificateholders receive in respect of the Certificates, and the timing of payments on the Certificates.

## **Relating to Regulatory and Other Legal Considerations**

***Volcker Rule Considerations.*** Section 619 of the Dodd-Frank Act added a provision to federal banking law, commonly referred to as the "Volcker Rule", to generally prohibit certain banking entities (including the Initial Purchaser and its affiliates) from engaging in proprietary trading or from acquiring or retaining an ownership interest in, or sponsoring or having certain relationships with, a hedge fund or private equity fund (a "covered fund"), subject to certain exemptions. The final implementing regulations adopted December 10, 2013 (the "Final Rules") include as a covered fund any entity that would be an investment company but for the exemptions provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

The Trust should be considered eligible for the exemption from registration under Rule 3a-7 of the Investment Company Act and thus not considered to rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act. However, regulatory agencies have not given guidance on the application of the Final Rule to structures such as the Trust, and in particular whether (i) the Trust should be treated as relying on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act and thus constitute a covered fund or (ii) whether the Certificates should be considered ownership of underlying securities and if so, whether any underlying issuers should be considered covered funds or whether any underlying securities should be considered ownership interests therein. Any prospective investor in the certificates, including a U.S. or foreign bank or an affiliate or subsidiary thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule and regulatory implementation.

If the Trust was determined to be a covered fund or the Certificates to be considered ownership of underlying securities themselves considered to be ownership interests in a covered fund, there would be limitations on the ability of banking entities to purchase or retain any Certificates. Depending on market conditions, this could significantly and negatively affect the liquidity and market value of the Certificates. Moreover, the ability of the Initial Purchaser to make a market in the Certificates would be subject to certain limitations, which could, if the Initial Purchaser otherwise had decided to make a market in such securities, further negatively affect liquidity and market value of the Certificates.

***Credit Risk Retention Considerations.*** Neither the Depositor nor any affiliate thereof is expected to retain an interest in the Certificates based on the Depositor's view that the risk retention requirements promulgated under Section 15G of the Securities Exchange Act of 1934, as amended, should not be applicable to the Trust and the issuance of the Certificates. The ultimate interpretation of whether the transactions contemplated herein, or any party to such transactions, are required to comply or do comply with the risk retention requirements will be a matter of interpretation by the applicable governmental authorities. If governmental authorities determine that the Depositor or an affiliate thereof have not complied with the risk retention requirements promulgated under Section 15G of the Securities Exchange Act of 1934, as amended,, such failure may have a material adverse effect on the Trust and the Certificates.

***Tax Considerations; No Gross-Up on Payments to Certificateholders.*** Each investor in the Certificates will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority including, without limitation, any state or local taxes or other similar assessment or charges, that may be applicable to any payment to it in respect of its Certificates or the Trust Assets. In the event that any withholding tax or deduction for tax is so imposed, the Certificateholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax. This event may cause significant losses to the Certificateholders.

## **THE COMPANY**

Citigroup Global Markets Inc. (the "Company") is a New York corporation and an indirect subsidiary of Citigroup Inc., a diversified financial services holding company. It provides investment banking, securities and commodities trading, capital raising, asset management, advisory, research, brokerage and other financial services to its customers, and executes proprietary trading strategies on its own behalf. The Company's principal executive offices are located at 388 Greenwich Street, 10th Floor, New York, New York 10013 (telephone (212) 816-7496).

## **FORMATION OF THE TRUST**

The Trust will be formed under New York law on the Closing Date, pursuant to the Base Trust Agreement, as supplemented by the Series Supplement. The Trust will be a special purpose trust established for the sole purpose of (i) entering into the Term Asset and acquiring Purchased Securities in respect of the Term Asset and any Eligible Investments, (ii) issuing the Certificates, (iii) entering into and performing its obligations and enforcing its rights under the Term Asset, the Base Trust Agreement, the Series Supplement, the Custodial Undertaking, and the Repurchase Agreement Guaranty (and, by entering into such agreements and enforcing its rights thereunder (1) causing the Trustee to have a perfected security interest or ownership interest valid against third parties in the Trust Assets that principally generate the cash flow needed to pay the Holders and (2) causing the cash flows derived from such Trust Assets for the benefit of the Holders to be deposited periodically in a segregated account that is maintained or controlled by the Trustee),(iv) taking the other actions required under the Trust Agreement, under the Custodial Undertaking and under the Repurchase Agreement and (v) on or about the Closing Date, applying to Euronext Dublin for the Certificates to be admitted to the Official List and traded on its regulated market and taking such actions with respect to such application and listing as directed by the Depositor. The address of the principal place of business of the Trust will be at 100 Wall Street, Suite 1600, New York, New York 10005

and its telephone number will be (212) 361-2500. As of the Closing Date, the Trust will have no capitalization other than the proceeds of the sale of the Certificates, which will be paid to the Repo Counterparty pursuant to the Repurchase Agreement. The Trust will have no executive officers or board of directors.

The Trust's Legal Entity Identifier (LEI) code is 549300GG55B17U3WHI55.

## **USE OF PROCEEDS**

The Trust will use the proceeds from the sale of the Certificates to the Initial Purchaser to pay to the Repo Counterparty the Purchase Price under the Term Asset, and the Repo Counterparty will deliver or cause to be delivered to the Trust Purchased Securities with an aggregate Margin Value equal to \$300,000,000. The Term Asset, along with the Trustee's rights with respect to the Term Asset and the Purchased Securities and certain other assets described in "Description of the Trust Agreement—General," will be the sole assets of the Trust.

## **THE TERM ASSET**

On the Closing Date, the Trust will enter into the Repurchase Agreement with the Repo Counterparty (the "Term Asset"). The Trust will use the proceeds from the sale of the Certificates to pay to the Repo Counterparty the Purchase Price under the Term Asset, and the Repo Counterparty will deliver or cause to be delivered to the Trust Purchased Securities with an aggregate Margin Value equal to \$300,000,000. The Repo Counterparty has the right under the Term Asset to substitute Purchased Securities from time to time in its sole and absolute discretion. The issuers of the Purchased Securities may be any number of corporations, business entities, governments, special purpose vehicles, trusts or any other type of institution or entity (any such issuer of Purchased Securities, a "Purchased Securities Issuer"). The Term Asset does not guarantee or otherwise provide for payment of amounts due on the Certificates in the event of non-payment by the Trustee. In the event the Repo Counterparty does not satisfy its obligations under the Term Asset, the Certificateholders will rely solely upon the sale proceeds of the Trust Assets for principal payment in respect of the Certificates (together with any obligations of the Repo Guarantor under the Repurchase Agreement Guaranty), and shall have no direct right of recourse and shall have no direct right to assert a claim of any nature whatsoever against any Purchased Securities Issuer.

**No investigation has been made or will be made by the Trustee or the Repo Counterparty as to the financial condition or creditworthiness of any Purchased Securities Issuer or the sale value of the Purchased Securities in connection with the issuance of the Certificates, and each investor in the Certificates must rely solely on its own evaluation thereof.**

## **DESCRIPTION OF THE CERTIFICATES**

### **General**

The Certificates will be issued pursuant to the terms of the Trust Agreement. The following overview, as well as other pertinent information included elsewhere in this Private Placement Memorandum, describes material terms of the Certificates and the Trust Agreement, but does not

purport to be complete and is subject to, and qualified in its entirety by reference to, all the provisions of the Certificates and the Trust Agreement.

The securities offered are \$300,000,000 Certificate Principal Balance of TIERS® Funding Trust Certificates, Series 2022-1, which will be issued on the Closing Date. The Certificates will be denominated and payable in U.S. Dollars and will be available for purchase, and may be transferred, in minimum denominations of \$1,000,000 and integral multiples of \$1,000,000 in excess thereof. The Certificates and the Trust Agreement will be governed by, and construed in accordance with, the laws of the State of New York. The Certificates represent undivided beneficial interests in the assets of the Trust, and all distributions to Certificateholders will be made from the property of the Trust as described herein. See “Risk Factors—Trust Assets Are The Only Payment Source” herein. The Certificates do not represent an interest in or obligation of the Company, the Repo Counterparty, any Purchased Securities Issuer, the Trustee or the Initial Purchaser or any affiliate thereof.

The property of the Trust will consist of (i) The Term Asset and any Purchased Securities in respect of the Term Asset, (ii) the rights of the Trustee (on behalf of the Trust), subject to its obligations, under the Repurchase Agreement and the Repurchase Agreement Guaranty, (iii) the rights of the Trustee (on behalf of the Trust), subject to its obligations, under the Custodial Undertaking, (iv) all funds from time to time deposited with the Trustee in accounts related to the Trust, and (v) all payments on or collections in respect of the Trust Assets accrued on or after the Closing Date, together with any proceeds thereof. The property of the Trust will (subject to the next sentence) be held for the benefit of the Certificateholders by the Trustee. Certificateholders will receive payments on each Scheduled Distribution Date as described herein. See “—Collections and Distributions.”

Distributions with respect to the Certificates on each Scheduled Distribution Date will be based on the “Certificate Principal Balance,” which will be equal to \$300,000,000.

### **Collections and Distributions**

Distributions on the Certificates will be made on the first Business Day following each Price Differential Payment Date (which will be one Business Day following each Price Differential Calculation Date (March 22, June 22, September 22 and December 22 of each year beginning on September 22, 2022, or if any such day is not a Business Day, the next succeeding Business Day), with the final payment being made on the Repurchase Date); *provided, however*, that distributions on the Certificates on any Scheduled Distribution Date will be made only to the extent the Trust has funds available for such purpose from payments by the Repo Counterparty on the related Price Differential Payment Date under the Repurchase Agreement. No additional amounts will accrue on the Certificates or be owed to Certificateholders in respect of such delay in distribution.

Distributions by the Trustee pursuant to the terms of the Certificates and the Trust Agreement will be made, subject to timely receipt of payments on the Trust Assets on each Scheduled Distribution Date, subject to the provisions discussed under “—Early Termination Date.”



Pursuant to the Repurchase Agreement, on each Price Differential Payment Date, the Repo Counterparty will pay the Price Differential to the Trustee, and on each Scheduled Distribution Date the Trustee will distribute to the Holders, pro rata to their principal balances, an amount equal to the Price Differential received from the Repo Counterparty on the related Price Differential Payment Date. In addition, on each Purchased Securities Payment Date, the Trustee will pay to the Repo Counterparty the Purchased Securities Income received by the Trust.

On the Scheduled Certificate Termination Date, in addition to the payment of any accrued and unpaid Price Differential, as required on each Scheduled Distribution Date, upon receipt of an amount equal to the Repurchase Price from the Repo Counterparty, the Trustee will (i) distribute to Certificateholders any such amount received from the Repo Counterparty and (ii) deliver or cause to be delivered to the Repo Counterparty all Purchased Securities in respect of the Term Asset held on its behalf. The Certificates will be cancelled upon payment in full of the Certificates.

Distributions on each Scheduled Distribution Date will be made to the Certificateholders of record on the related Record Date.

### **Maturity Extension**

The Repo Counterparty may extend the Repurchase Date under certain circumstances. If the Repurchase Date is not extended, it will occur on the Price Differential Payment Date in June 2024. On any Business Day on or before June 21, 2023 the Repo Counterparty may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2025; provided that (i) the Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the Certificateholders consent to such an extension by delivery of a written notice to the Repo Counterparty.

In the event that a Maturity Extension has been completed such that the Repurchase Date has been extended to the Price Differential Payment Date in June 2025, as contemplated above, on any Business Day on or before June 19, 2024, the Repo Counterparty may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2026; provided that (i) the Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the Certificateholders consent to such an extension by delivery of written notice to the Repo Counterparty.

If a request for a Maturity Extension is rejected by the Certificateholders, the Repo Counterparty may make additional requests for a Maturity Extension prior to the Repurchase Date.

### **Early Termination Date**

“Early Termination Date” means any date on which a Repo Event of Default has been declared under the Repurchase Agreement.

If an Early Termination Date occurs, upon receipt of an amount equal to the Repurchase Price plus any accrued but unpaid Price Differential from the Repo Counterparty, the Trustee will (i) distribute to Certificateholders, pro rata to their principal balances, the amount received from the Repo Counterparty and (ii) deliver or cause to be delivered to the Repo Counterparty all

Purchased Securities in respect of the Term Asset held by it. Provided that the payment in (i) above permits payment in full of the Certificates, the Certificates will thereupon be cancelled.

If an Early Termination Date occurs and the Repo Counterparty does not pay to Trustee an amount equal to the Repurchase Price plus any accrued but unpaid Price Differential, the Trustee will sell or cause to be sold the Purchased Securities, to parties selected by and on terms directed by, the Directing Holders, in respect of the Term Asset in accordance with Paragraph 11 of the Repurchase Agreement. Following the sale of the Purchased Securities, the Repo Counterparty remains liable to pay to the Trustee any additional amounts payable under Paragraph 11 of the Repurchase Agreement, and in the event the Repo Counterparty does not pay such amounts, the Repo Guarantor will be required to pay such amount pursuant to the Repurchase Agreement Guaranty. Once all other assets of the Trust have been distributed, the Trustee shall assign to the Certificateholders their pro rata share of the remaining guaranty claim against the Repo Guarantor in full satisfaction of the Trust's obligations under the Certificates. Following the distribution to the Certificateholders of the Trust's claim under the Repurchase Agreement Guaranty, the Certificates will be cancelled. Each Certificateholder, by its acceptance of the Certificate, agrees to execute any documents that are reasonably necessary to complete such assignment of the guaranty claim.

On any date on which the Trustee receives the sale proceeds of such Purchased Securities and/or any additional payments from the Repo Counterparty under Paragraph 11 or the Repo Guarantor in respect of the Repurchase Agreement Guaranty, the Trustee shall distribute such proceeds (i) first, to the Certificateholders, pro rata to their principal balance, an amount up to the amount necessary to reduce their principal balance to zero and to pay any accrued and unpaid Price Differential and (ii) second, any remaining sale proceeds to the Repo Counterparty.

The Trustee shall take action to declare a Repo Event of Default whenever a Responsible Officer has actual knowledge of the existence of a Repo Event of Default with respect to the Repo Counterparty pursuant to clauses (i) through (iv) of Paragraph 11 of the Repurchase Agreement. In all other circumstances (unless a Repo Event of Default is automatically declared), the Trustee will consult with the Certificateholders and shall take action to designate a Repo Event of Default only if so directed pursuant to a written direction of the Directing Holders. If the Trustee is required under the Repurchase Agreement to determine the amount of any termination payment, the Trustee will consult with the Certificateholders in making such calculation, and shall be fully protected in making any such calculation based upon the written direction of the Directing Holders or, in the absence of any such direction, on the calculation made by the Repo Counterparty. See "Description of the Repurchase Agreement—Repo Events of Default and Remedies" for a description of the remedies available to the Trust under the Repurchase Agreement following a Repo Event of Default in relation to the Repo Counterparty.

## **Form of the Certificates**

### *Global Securities*

The Certificates are being offered and sold to qualified institutional buyers ("QIBs"), as defined in Rule 144A, in reliance on Rule 144A.

The Certificates issued on the Closing Date will be in the form of Regulation S Global Certificates or Rule 144A Global Certificates. The Global Certificates will be deposited with, or on behalf of, DTC, and initially registered in the name of Cede & Co., as nominee for DTC.

Except as set forth below, the Global Certificates may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Certificates may not be exchanged for Certificates in certificated form except in the limited circumstances described below. See “—Definitive Certificates.”

Beneficial interests in the Global Certificates will be subject to certain restrictions on transfer and will bear a restrictive legend as described under “Notice to Investors.” In addition, transfers of beneficial interests in the Global Certificates will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear Bank S.A./N.V., as operator of the Euroclear System (“Euroclear”) and Clearstream International (“Clearstream”)), which may change from time to time.

All Certificates sold or transferred to persons who did not purchase such the related Certificates on the Closing Date will be evidenced solely by Rule 144A Global Certificates. Certificates may be acquired after the Closing Date only in the form of Rule 144A Global Certificates.

No Certificateholder will be entitled to receive a certificate representing such Certificateholder’s interest, except as set forth below under “—Definitive Certificates.” Unless and until Definitive Certificates (as defined below) are issued under the limited circumstances described herein, all references to actions by Certificateholders with respect to any such Certificates will refer to actions to be taken by DTC upon instructions from its Participants.

Under the rules, regulations and procedures creating and affecting DTC and its operations, DTC will take action permitted to be taken by a Certificateholder under the Trust Agreement only at the direction of one or more Participants to whose DTC account such Certificates are credited. Additionally, DTC will take such actions with respect to specified Voting Rights (as defined herein) only at the direction and on behalf of Participants whose holdings of such Certificates evidence such specified Voting Rights. DTC may take conflicting actions with respect to Voting Rights, to the extent that Participants whose holdings of Certificates evidence such Voting Rights authorize divergent action.

## **Depository Procedures**

DTC has advised the Company that DTC is a limited-purpose trust company organized under the laws of the State of New York, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “Clearing Agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). DTC was created to hold securities for its Participants and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the Initial Purchaser), banks, trust companies, clearing corporations and certain

other organizations. Indirect access to DTC's system is also available to other entities, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through Participants or Indirect Participants. The ownership interest and transfer of ownership interest of each actual purchaser of each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

### **Definitive Certificates**

Definitive, fully registered Certificates ("Definitive Certificates") will be issued to owners of Certificates or their nominees, respectively, rather than to DTC or its nominee, only if (i) the Company advises the Trustee in writing that DTC is no longer willing or able to discharge properly its responsibilities as clearing agency with respect to the Certificates and the Company is unable to locate a qualified successor or (ii) the Company, at its option, elects to terminate the book-entry system through DTC.

Upon the occurrence of any event described in clauses (i) or (ii) above, the Trustee is required to notify all Participants of the availability of Definitive Certificates. Upon surrender by DTC of the Global Certificates representing the relevant Certificates and receipt of instructions for re-registration, the Trustee will reissue such Certificates as Definitive Certificates issued in the respective principal amounts owned by the individual owners of such Certificates, and thereafter the Trustee will recognize the Holders of such Definitive Certificates as Certificateholders under the Trust Agreement.

### **Purchase and Transfer Restrictions on Certificates**

No Certificateholder or beneficial owner of an interest in a Certificate may, in any transaction, directly or indirectly (each of the following, a "transfer"), (i) sell, assign or otherwise in any manner dispose of all or any part of its interest in any Certificate issued to it, whether by act, deed, merger or otherwise, or (ii) mortgage, pledge or create a lien or security interest in such Certificate or beneficial interest therein unless such transfer satisfies the conditions set forth in "Notice to Investors." Moreover, each purchaser or transferee by its acquisition of a Certificate or an ownership interest therein shall be deemed to represent or acknowledge that it complies with and agrees to the provisions set forth in "Notice to Investors." No purported transfer of any interest in any Certificate or any portion thereof which is not made in accordance with the conditions described in "Notice to Investors" shall be given effect by or be binding upon the Trust or the Trustee and any such purported transfer shall be null and void *ab initio* to the extent permitted by applicable law and vest in the transferee no rights against the Trust or the Trustee.

All Certificates sold or transferred to persons who did not purchase such the related Certificates on the Closing Date will be evidenced solely by Rule 144A Global Certificates. Certificates may be acquired after the Closing Date only in the form of Rule 144A Global Certificates.

The Trustee will be authorized and directed under the Trust Agreement to (i) require any Certificateholder which is determined not to be a QIB to sell its Certificates to a person that is a

QIB, (ii) require any Certificateholder holding a beneficial interest in a Regulation S Global Certificate who did not purchase such Certificates on the Closing Date to exchange its interest in such Regulation S Global Certificate for an interest in the corresponding Rule 144A Global Certificate or to transfer or sell its interest in such Regulation S Global Certificate to a Person who wishes to take delivery thereof in the form of an interest in the corresponding Rule 144A Global Certificate, (iii) refuse to honor a transfer to a person which is not a QIB and (iv) refuse to honor a transfer to a Person who will take delivery in the form of an interest in a Regulation S Global Certificate and who did not purchase the related Certificates on the Closing Date.

By its acceptance of a Certificate, each Certificateholder and each beneficial owner of an interest in a Certificate will be deemed to represent and agree, among other things, that the transfer of its Certificate is restricted and to agree that it shall transfer such Certificate or beneficial interest therein only in accordance with the terms of the Trust Agreement and such Certificate and in compliance with applicable law.

Each initial investor in connection with the sale of the Certificates by the Initial Purchaser will be required to provide to the Trustee a Purchaser Representation Letter containing representations and agreements substantially in the form set forth in “Notice to Investors.”

### **Section 3a-7 Covenants and Undertakings**

As required under Rule 3a-7 of the Investment Company Act, the Trust shall not acquire or dispose of any Trust Assets for the primary purpose of recognizing gains or decreasing losses resulting from market value changes.

## **DESCRIPTION OF THE TRUST AGREEMENT**

### **General**

The Certificates will be issued pursuant to the Trust Agreement. The following summaries of certain provisions of the Trust Agreement do not purport to be complete and are subject to the detailed provisions contained in the Trust Agreement, to which reference is hereby made for a full description of such provisions, including the definition of certain terms used herein. The term “Trust” where the context so requires shall be construed as a reference to the Trustee acting solely in its capacity as Trustee in respect of the Trust.

### **The Trustee**

U.S. Bank Trust National Association, a national banking association, will act as Trustee for the Certificates and the Trust pursuant to the Trust Agreement. The Trustee’s offices are located at 100 Wall Street, Suite 1600, New York, New York 10005 and its telephone number is (212) 361-2500.

The Trust Agreement will provide that the Trustee and its successors, assigns, agents and servants will be indemnified by the Company and held harmless against any loss, liability or reasonable expense (including attorneys’ fees) incurred in connection with the Trustee’s duties under the Trust Agreement or the administration of the Trust, other than any loss, liability or expense incurred by the Trustee through its own willful misfeasance, bad faith or negligence.

Pursuant to the Trust Agreement, as compensation for the performance of its duties under such agreement, the Trustee will be entitled to payment of Trustee fees and reimbursement of reasonable expenses by the Company pursuant to a separate agreement with the Company, but will not have any claim against the Trust with respect thereto.

In addition, pursuant to the Trust Agreement, the Trust may not enter into any swap, hedge or other agreement that would subject the Trust to regulation under the Commodity Exchange Act, or take any action which would cause the Trustee to be required to register as a Commodity Pool Operator under the Commodity Exchange Act, and the Trustee shall not have any responsibility or obligation to determine compliance with this provision. The Trust has agreed to defend, indemnify and hold harmless the Trustee in connection with any breach of this obligation. If any such indemnification is paid by the Trust, the amount of such payment will reduce the amount otherwise distributable to the Certificateholders.

Any Trustee appointed under the Trust Agreement (including the Trustee) will meet the requirements for trustees provided in Rule 3a-7 of the Investment Company Act and represent to the Trust that it is so qualified.

### **Events of Default**

There are no events of default with respect to the Certificates.

### **Trust Not Permitted to Enter into Other Transactions**

The activities of the Trustee on behalf of the Trust will be limited to the purchase of the Purchased Securities in respect of the Term Asset, the issuance of the Certificates, and entering into the Repurchase Agreement and the Custodial Undertaking and performing its obligations thereunder.

### **Voting of the Purchased Securities**

The Certificateholders will not have voting rights with respect to the Purchased Securities unless a Repo Event of Default has occurred and is continuing under the Repurchase Agreement in relation to the Repo Counterparty. If such a Repo Event of Default has occurred and is continuing, the Trustee will take such action as directed in writing by the Directing Holders.

### **Evidence as to Compliance**

Annual independent audits of the Trust will not be required and, in addition, accounting reports of a firm of independent accountants will not be required.

### **Notices**

For so long as any Certificates are listed on Euronext Dublin and the guidelines of Euronext Dublin so require, the Trustee will send a copy of each notice sent to the Certificateholders to Euronext Dublin.

## **Amendment**

Subject to the terms of the Trust Agreement, the Trustee shall not agree to any amendments to the Trust Agreement without the consent of the Directing Holders; *provided* that (a) the consent of the Holders will not be required to (i) amend the Trust Agreement in order to enable the Trust to continue to rely upon the exemption from registration as an investment company provided by Rule 3a-7 under the Investment Company Act or (ii) make such changes as will be necessary or advisable in order for the Certificates to be listed or de-listed on an exchange, including Euronext Dublin, and (b) the consent of the Directing Holders will be required for any amendment to provide for the additional issuance of Certificates. In addition, the Trustee shall not amend the Trust Agreement unless the Trustee obtains an Opinion of Counsel that the contemplated amendment will not increase the likelihood that the Trust will fail to qualify as a grantor trust for U.S. federal income tax purposes and obtains an Opinion of Counsel that execution of the contemplated amendment is authorized or permitted under the terms of the Base Trust Agreement and Series Supplement and all conditions precedent thereto have been satisfied.

## **Termination of Trust**

The Trust shall terminate upon the occurrence of any Trust Termination Event and settlement of the Trust's obligations in respect thereof. Promptly after the Trustee has received a notice of a Trust Termination Event, the Trustee shall provide notice to the Certificateholders of the occurrence of a Trust Termination Event and the termination of the Trust. Except as otherwise provided in the Trust Agreement, the obligations of the Trustee will terminate upon the termination of the Trust.

"Trust Termination Event" means the occurrence of (i) the Repurchase Date under the Repurchase Agreement or (ii) the Early Termination Date.

## **DESCRIPTION OF THE REPURCHASE AGREEMENT**

The following overview describes certain provisions of the Repurchase Agreement. The overview does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Repurchase Agreement, which are incorporated herein by reference.

### **General**

The Repurchase Agreement will be governed by New York law and will be documented on the form of master repurchase agreement published by The Bond Market Association in September 1996, as modified by the Annex I thereto and the Confirmation of trade terms thereof. The terms of the Repurchase Agreement are more fully set forth in the form of text of Annex I thereof and the Confirmation of trade terms thereto set out in Appendix B.

### **Purchase of Securities**

On the Closing Date, (i) the Repo Counterparty shall deliver or cause to be delivered to the Trust Purchased Securities with a Margin Value equal to \$300,000,000 and (ii) the Trust shall deliver to the Repo Counterparty an amount equal to the Purchase Price under the Repurchase Agreement.

The Purchased Securities are subject to certain limitations. Under the Repurchase Agreement and the Custodial Undertaking, the Repo Counterparty (a) shall only be permitted to transfer securities that (1) are issued by issuers domiciled in OECD Member Countries or in Bermuda, the Cayman Islands or Jersey, (2) are not issued by the Repo Counterparty or any of its affiliates, and (3) are each a payment obligation that by its terms converts into cash within a finite time period based on a principal balance or other payable amount that may not be reduced as a result of the occurrence or non-occurrence of any event or circumstance (other than payment), provided that such obligation may be subject to customary limited recourse provisions and (b) shall not be permitted to transfer a particular security (other than an Excepted Security) to the extent that, after giving effect to such transfer such Purchased Securities issued by a particular issuer would represent (by Margin Value) more than 20% of the aggregate Margin Value of all the Purchased Securities of all the Transactions (including Excepted Securities) transferred to the Trust under the Repurchase Agreement and not repurchased by the Repo Counterparty (such limitations, the “Purchased Securities Limitations”). The Custodian will monitor the Repo Counterparty’s compliance with the Purchased Securities Limitations and will promptly notify the Repo Counterparty in the event of non-compliance.

“Excepted Securities” means Purchased Securities that are issued or guaranteed by an OECD Member Country.

“OECD Member Country” shall mean any country that is a member of the Organization for Co-operation and Economic Development.

The Trustee shall have no obligation to (i) verify the composition or eligibility of any assets transferred to the Trust under the Repurchase Agreement or (ii) review the daily reports provided by the Custodian describing the Purchased Securities.

## **Periodic Payments**

Pursuant to the Repurchase Agreement, on each Price Differential Payment Date, the Repo Counterparty will pay to the Trust an amount equal to the aggregate amount obtained by daily application of the Pricing Rate to the related Purchase Price on an Actual/360 basis (i.e., multiply such amount by a fraction equal to the actual number of days in the Price Differential Accrual Period divided by 360).

The “Pricing Rate” is the greater of (x) the Benchmark plus 0.90% and (y) zero.

“Price Differential Accrual Period” means (i) with respect to the first Price Differential Payment Date, the period from and including the Purchase Date to but excluding the first Price Differential Calculation Date and (ii) with respect to each Price Differential Payment Date thereafter, the period from and including the preceding Price Differential Calculation Date to but excluding such current Price Differential Calculation Date.

Pursuant to the Repurchase Agreement, the Calculation Agent will calculate the Pricing Rate and the Price Differential with respect to each Price Differential Payment Date, and will communicate such rate and amount to the Buyer no later than 9:00 a.m. (New York City time) on such Price Differential Payment Date.



Pursuant to the Repurchase Agreement, on the Business Day following each date on which any principal, interest, dividends or other cash or non-cash distributions on Purchased Securities (“Purchased Securities Income”) are received by the Trust (each such Business Day following the relevant payment date a “Purchased Securities Payment Date”), the Trust shall pay or cause to be paid the amount of such Purchased Securities Income to the Repo Counterparty (including, for the avoidance of doubt, by entering into the Custodial Undertaking, which provides that the Custodian is to make such payments to the Repo Counterparty).

Neither the Trust nor the Trustee will be under any obligation (i) to monitor, determine or verify Compounded SOFR or the unavailability or cessation of Compounded SOFR (or other applicable Benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any event or date that would mark the change of Compounded SOFR or any other interest rate benchmark, (ii) to select, determine or designate any alternative reference rate or replacement interest rate benchmark, or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, or (iii) to select, determine or designate any adjustment in an interest rate spread or other modifier to any replacement or successor index, or (iv) to determine whether or what changes are necessary or advisable to the transaction documents, if any, in connection with any of the foregoing.

Neither the Trust nor the Trustee will be liable for any inability, failure or delay on its part to perform any of its duties under the Term Asset as a result of the unavailability of Compounded SOFR (or other applicable Benchmark) and absence of a designated replacement interest rate benchmark, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, in providing any direction, instruction, notice or information required or contemplated by the terms of the Term Asset and reasonably required for the performance of such duties.

Neither the Trust nor the Trustee will be responsible or liable to Certificateholders for any losses, claims, damages, liabilities, forfeitures, fines, penalties, costs, fees or expenses (including attorneys’ fees) sustained by Certificateholders resulting from the actions or omissions of any other person or entity in connection with the process of determining a new Benchmark pursuant to a Benchmark Transition Event or otherwise.

### **Effect of Benchmark Transition Event**

If the Repo Counterparty (or one of its Affiliates) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Term Asset (and Certificates) in respect of such determination on such date and all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Repo Counterparty (or one of its Affiliates) will have the right to make Benchmark Replacement Conforming Changes from time to time.

Any determination, decision or election that may be made by the Repo Counterparty (or one of its Affiliates) pursuant to the benchmark transition provisions described herein, including

any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Repo Counterparty's (or such Affiliate's) sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Term Asset (or the Certificates), shall become effective without consent from the Trust, the Certificateholders or any other party.

### **Purchased Securities Replacement**

Pursuant to the Repurchase Agreement and the Custodial Undertaking, the Repo Counterparty may replace any Purchased Securities on any Business Day, subject to the Purchased Securities Limitations. In addition, if at any time the 20% Purchased Securities Limitation is violated with respect to a particular security (other than an Excepted Security), the Repo Counterparty shall be required to substitute Purchased Securities as promptly as is practicable (but in no event later than ten Business Days after Repo Counterparty is notified by Custodian that such 20% limitation was violated) to comply with such 20% limitation, subject to the condition precedent that, after such substitution, the aggregate Margin Value of all the Purchased Securities is at least equal to the Purchase Price as adjusted for accrued and unpaid Price Differential under the Custodial Undertaking.

### **Purchased Securities Margin Value and the Custodial Undertaking**

The Repo Counterparty, the Trust and the Custodian will enter into the Custodial Undertaking to facilitate the transactions contemplated by the Repurchase Agreement. Pursuant to the Custodial Undertaking, the Custodian will hold the Purchased Securities in an account established and maintained on behalf of the Trust and shall determine the Market Value and Margin Value of the Purchased Securities on each Business Day in accordance with the customary Market Value calculation procedures set forth in the Repurchase Agreement and the Custodial Undertaking.

"Margin Value" shall mean the amount obtained by dividing the Market Value of Purchased Securities by the applicable Margin Percentage.

"Market Value" shall be determined by the Custodian as specified in the Custodial Undertaking and the Operating Guidelines referred to therein.

"Margin Percentage" shall mean the percentage indicated on Schedule I to the Custodial Undertaking, as set forth on Appendix C hereto, with respect to specific types of Eligible Securities, as Schedule I may be amended from time to time.

If the Margin Value of the Purchased Securities held by the Custodian on behalf of the Trust pursuant to the Custodial Undertaking is less than the Purchase Price as adjusted for accrued and unpaid Price Differential under the Custodial Undertaking (a "Margin Deficit"), it is understood that, pursuant to the Custodial Undertaking, the Custodian will so notify the Repo Counterparty and the Trust as specified under the Custodial Undertaking. On the date of any such notice Repo Counterparty shall transfer additional Purchased Securities from Seller's account to Buyer's account to cure the Margin Deficit.

If the Margin Value of the Purchased Securities held by the Custodian on behalf of the Trust pursuant to the Custodial Undertaking exceeds the Purchase Price as adjusted under the Custodial Undertaking (a “Margin Excess”), it is understood that, pursuant to the Custodial Undertaking, the Custodian will so notify the Repo Counterparty and the Trust and the Repo Counterparty may deliver instructions to the Custodian identifying Purchased Securities to be transferred from Buyer’s account to Seller’s account to eliminate the Margin Excess.

### **Custodian**

The Bank of New York Mellon will act as Custodian under the Custodial Undertaking in respect of the Repurchase Agreement. The principal office of the Custodian is 240 Greenwich Street, New York, NY 10286.

### **Repurchase of Securities**

On the Repurchase Date, in addition to the payment of any accrued and unpaid Price Differential, as required on each Scheduled Distribution Date, (i) the Repo Counterparty will pay an amount equal to the Repurchase Price to the Trust and (ii) the Trust shall deliver or cause to be delivered all Purchased Securities to the Repo Counterparty. The amounts received by the Trust from the Repo Counterparty shall be distributed by the Trustee to the Certificateholders on the Scheduled Certificate Termination Date. The “Repurchase Price” will equal \$300,000,000.

### **Repo Events of Default and Remedies**

Each of the following events constitutes an event of default under Paragraph 11 of the Repurchase Agreement (each, a “Repo Event of Default”):

- (i) Repo Counterparty fails to transfer or the Trust fails to purchase Purchased Securities upon the applicable Purchase Date,
- (ii) Repo Counterparty fails to repurchase or the Trust fails to transfer Purchased Securities upon the applicable Repurchase Date,
- (iii) Repo Counterparty or the Trust fails to comply with Paragraph 4 of the Master Repurchase Agreement or the Repo Counterparty fails to pay any Price Differential when due and has not cured such failure within four Business Days,
- (iv) the Trust fails, after one Business Day’s notice, to comply with Paragraph 5 of the Master Repurchase Agreement,
- (v) an Act of Insolvency occurs with respect to Repo Counterparty or the Trust,
- (vi) any representation made by Repo Counterparty or the Trust shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated,

(vii) Repo Counterparty or the Trust shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder, or

(viii) the Repo Counterparty fails to effect a substitution on or before the tenth Business Day after the Repo Counterparty is notified by the Custodian that the 20% limitation in the Purchased Securities Limitations was violated.

If a Repo Event of Default occurs, the nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare a Repo Event of Default to have occurred under the Repurchase Agreement and the Repurchase Date shall be deemed immediately to occur. The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

The Trustee shall take action to declare a Repo Event of Default whenever a Responsible Officer has actual knowledge of the existence of a Repo Event of Default with respect to the Repo Counterparty pursuant to clauses (i) through (iv) of Paragraph 11 of the Repurchase Agreement. In all other circumstances (unless a Repo Event of Default is automatically declared), the Trustee will consult with the Certificateholders and shall take action to designate a Repo Event of Default only if so directed pursuant to a written direction of the Directing Holders.

If the Repo Counterparty is the defaulting party and a Repo Event of Default is declared, the Repo Counterparty's obligations to repurchase all Purchased Securities at the Repurchase Price on the Repurchase Date shall thereupon become immediately due and payable and all income paid after such exercise or deemed exercise shall be retained by the Trust and applied to the unpaid Repurchase Price and any other amounts owing by the Repo Counterparty under the Repurchase Agreement. The Trust may sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities and apply the proceeds thereof to the unpaid Repurchase Price and any other amounts owing by the defaulting party under the Repurchase Agreement. To the extent the proceeds of the sale of the Purchased Securities is less than the Repurchase Price and any other amounts owed by the Repo Counterparty, the Trust will have a claim against the Repo Counterparty for the amount of such shortfall.

If the Trust is the defaulting party, upon tender by the Repo Counterparty of payment of the Repurchase Price, all right, title and interest in and entitlement to all Purchased Securities shall be deemed transferred to the Repo Counterparty, and the Trust shall deliver all such Purchased Securities to the Repo Counterparty.

The defaulting party shall be liable to the nondefaulting party for reasonable legal or other losses and expenses incurred by the nondefaulting party in connection with a Repo Event of Default and, to the extent permitted by applicable law, interest on any amounts owing by the defaulting party.

The non-defaulting party shall give notice as promptly as practicable to the Custodian of the exercise of its option to accelerate the Transaction pursuant to Paragraph 11 of the Repurchase Agreement.

Payments on the Certificates following a Repo Event of Default and liquidation of the Purchased Securities shall be made as set out in “Description of the Certificates — Early Termination Date.”

### **Repurchase Agreement Guaranty**

The Repo Guarantor will guarantee the obligations of the Repo Counterparty under the Repurchase Agreement (i) to pay the Price Differential on each Price Differential Payment Date and (ii) in the event of a Repo Event of Default by the Repo Counterparty, to pay the shortfall between the proceeds of the liquidation of the Purchased Securities and the Certificate Principal Balance. The Repurchase Agreement Guaranty will not guarantee the obligation of the Repo Counterparty to repay the Repurchase Price on the Repurchase Date. Following the sale of the Purchased Securities, the Repo Counterparty is required to pay to the Trustee any additional amounts payable under Paragraph 11 of the Repurchase Agreement, and in the event the Repo Counterparty does not pay such amounts, the Repo Guarantor will be required to pay such amount pursuant to the Repurchase Agreement Guaranty. Once all other assets of the Trust have been distributed, the Trustee shall assign to the Certificateholders their *pro rata* share of the remaining guaranty claim against the Repo Guarantor in full satisfaction of the Trust’s obligations under the Certificates. Following the distribution to the Certificateholders of the Trust’s claim under the Repurchase Agreement Guaranty, the Certificates will be cancelled. In the event the Repo Counterparty does not pay the Repurchase Price on the Repurchase Date, the Trust must exercise its remedies under the Repurchase Agreement and will only be entitled to a claim under the Repurchase Agreement Guaranty following liquidation of the Purchased Securities and determination of the shortfall described above.

### **Amendment**

The Repurchase Agreement may be amended as provided for in the Repurchase Agreement and the Trust Agreement, but only with the consent of the Repo Counterparty. In addition, the Trustee will not amend, transfer or assign the Repurchase Agreement or the Repurchase Agreement Guaranty without the unanimous consent of the Certificateholders; *provided* that the consent of the Certificateholders will not be required to amend the Repurchase Agreement in order to enable the Trust to continue to rely upon the exemption from registration as an investment company provided by Rule 3a-7 under the Investment Company Act.

### **Transfer**

The Trustee and Repo Counterparty agree that neither party may assign its rights and obligations under the Repurchase Agreement without the other party’s consent.

### **Enforcement of Repurchase Agreement**

The Repurchase Agreement is a contract between the Repo Counterparty and the Trust. Only the Trustee on behalf of the Trust has the right to enforce the provisions of the Repurchase

Agreement against the Repo Counterparty. The Certificateholders have no direct enforcement rights with respect to the Repurchase Agreement, and only have the right to direct the Trustee in limited circumstances pursuant to the Trust Agreement.

## **DESCRIPTION OF THE REPO COUNTERPARTY**

### **Repo Counterparty**

Citigroup Global Markets Inc. will be the Repo Counterparty. See “The Company.”

The Repo Counterparty is not an advisor or asset manager for the Trust. The Repurchase Agreement and the rights of the Repo Counterparty to designate and remove Purchased Securities from time to time thereunder create a commitment of the Trust to provide to the Repo Counterparty the economic equivalent of a financing secured by the Purchased Securities. Designation of the Purchased Securities under the Repurchase Agreement is an exercise of rights by the Repo Counterparty pursuant to such commitment of the Trust thereunder, and does not constitute advice or a recommendation to the Trust to purchase such Purchased Security. In designating and removing Purchased Securities, the Repo Counterparty is acting for its own account and benefit and is not acting as, nor shall the Repo Counterparty at any time have any obligations to the Trust as, an advisor, asset manager, broker or other agent or fiduciary of the Trust. The Repo Counterparty provides protection to the Trust against the risk of loss in relation to the Purchased Securities in accordance with the terms of the Repurchase Agreement, but the Repo Counterparty has no duty to minimize such risks in selecting Purchased Securities, and is entitled to select or remove any Purchased Securities subject to the Purchased Securities Limitations.

### **Repo Guarantor**

The Repo Counterparty’s obligations under the Repurchase Agreement will be guaranteed by Citigroup Inc. (the “Repo Guarantor”). The Repo Guarantor is a global diversified financial services holding company incorporated in the State of Delaware whose businesses provide a broad range of financial services to consumer and corporate customers with more than 200 million customer accounts doing business in more than 160 countries and jurisdictions. The principal office for the Repo Guarantor is located at 399 Park Avenue, New York, NY 10022, and its telephone number is (212) 559-1000. The Repo Guarantor has securities listed on the regulated market of Euronext Dublin.

The Repo Guarantor files financial statements, reports, proxy statements and other information with the Commission pursuant to the reporting provisions of the Exchange Act. Those reports and other information can be inspected and copied at the Public Reference Room maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the Public Reference Room. In addition, such reports and information are available free of charge through the Repo Guarantor’s website, [www.citigroup.com](http://www.citigroup.com), by clicking on the “Investors” page and selecting “Financial Information, SEC filings.” The Commission also maintains a web site at <http://www.sec.gov> containing reports, proxy statements and other information regarding registrants that file electronically with the Commission.

Any of the above reports referred to herein are available upon request, without charge, by writing, calling or e-mailing Citigroup Document Services, 540 Crosspoint Parkway, Getzville, New York 14068, (877) 936-2737 (toll free), docserve@citi.com.

## **CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS**

The following overview describes the principal U.S. federal income tax considerations relevant to the purchase, ownership, and disposition of the Certificates by Non-U.S. Holders. A “Non-U.S. Holder” means a beneficial owner of Certificates other than a U.S. Holder. For purposes of this overview, a “U.S. Holder” means a beneficial owner of Certificates that is (i) an individual who is a citizen or resident of the United States, (ii) a domestic corporation or partnership, and (iii) any other person subject to U.S. federal net income tax with respect to its investment in the Certificates. This overview addresses only Certificateholders that purchase Certificates in connection with their original issuance at the issue price and that hold the Certificates as capital assets. It does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a prospective investor’s decision to purchase Certificates, 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 overview does not describe all of the tax considerations that may be relevant to investors that are subject to special tax rules, such as banks, thrifts, real estate investment trusts, regulated investment companies, insurance companies, dealers in securities or currencies, traders in securities electing to mark to market, corporations treated as “controlled foreign corporations” for U.S. federal income tax purposes, partnerships, or entities characterized as partnerships. It also does not discuss Certificates held as part of a hedge, straddle, conversion, “synthetic security,” or other integrated transaction. Secondary purchasers of Certificates, including U.S. Holders, should consult their own tax advisers regarding the tax treatment of the Certificates and the Trust (including, in particular, the potential for the Trust to be treated as a foreign trust for U.S. federal income tax purposes, in which case a U.S. Holder of Certificates would have special reporting requirements and could incur substantial penalties for failure to meet such requirements). This overview is based upon the Internal Revenue Code of 1986, as amended (the “Code”), Treasury regulations, Internal Revenue Service (“IRS”) rulings and pronouncements, and administrative and judicial decisions currently in effect, all of which are subject to change or possible differing interpretation, possibly with retroactive effect.

A prospective investor should consult its own tax advisers regarding the U.S. federal income tax consequences to it of purchasing, owning, and disposing of Certificates, including the application in its particular circumstances of the tax considerations discussed below, as well as the application of state, local, foreign, or other tax laws and possible changes in tax laws.

### **Classification of the Trust**

In the opinion of Cleary Gottlieb Steen & Hamilton LLP, special counsel to the Trust, the Trust will not be classified as an association or a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. Accordingly, the Trust will not be subject to U.S. federal net income taxation.

In light of the fact that (i) there will initially be only one beneficial owner of Certificates and (ii) the ability to effect a Maturity Extension is contingent on the Certificates having had, since the Purchase Date, only one beneficial owner, the Trust intends, and each investor, by purchasing a beneficial interest in a Certificate, agrees, to treat the Trust as a grantor trust for U.S. federal income tax purposes, except as required by law. Under the grantor trust rules, each Certificateholder would be considered the owner of an undivided interest in the assets and income of the Trust, as determined for U.S. federal income tax purposes (as described in “Characterization of the Repurchase Agreement” below). The Trust will report income, gain, loss, and deductions to Certificateholders and the IRS in accordance with the grantor trust provisions of the Code.

Alternatively, the Trust may be classified for U.S. federal income tax purposes as a business entity. In such a case, if all of the beneficial interests in the Certificates were owned by a single Certificateholder, the Trust would be treated as a disregarded entity, and the Certificateholder would be treated as if it owned assets and income of the Trust, as determined for U.S. federal income tax purposes (as described in “Characterization of the Term Asset” below), and carried out the activities of the Trust directly. If the beneficial interests in the Certificates were owned by more than one investor, the Trust would be treated as a partnership. In that case, the Trust would be obligated to provide partnership information returns to Certificateholders. The classification of the Trust as a disregarded entity or as a partnership rather than as a grantor trust generally should not have a material effect on the U.S. federal income taxation of Certificateholders. While the Trust intends to take the position that it is treated as a grantor trust, the IRS could take the position that the Trust should be treated as a business entity. Prospective investors should consult their own tax advisers with respect to the possibility that the Trust will be treated as a disregarded entity or as a partnership for U.S. federal income tax purposes.

The remainder of this disclosure assumes that the Trust will be treated as a grantor trust for U.S. federal income tax purposes.

### **Characterization of the Term Asset**

For U.S. federal income tax purposes, the Trust’s rights under the Term Asset will be treated as a secured loan of the Purchase Price from the Trust to the Repo Counterparty, the Purchased Securities as collateral pledged by the Repo Counterparty to secure such loan and income from the Purchased Securities as income of the Repo Counterparty or of any party for whom the Repo Counterparty may be acting, including customers. As such, the Trust will treat the payments received under the Repurchase Agreement as interest or principal paid by the Repo Counterparty as borrower under such loan. As a result, a Certificateholder should allocate its entire purchase price to its undivided interest in such loan for U.S. federal income tax purposes. By acquiring an interest in a Certificate, each Certificateholder agrees to such treatment and the remainder of this discussion assumes such treatment.

### **Gross Income and Withholding Tax Consequences**

Based on the treatment of the Trust and its assets described above, a Non-U.S. Holder will in general not be subject to U.S. federal gross income or withholding tax in respect of interest income or gain on the Term Asset if:



- the Non-U.S. Holder is not a bank, does not own, actually or constructively, ten percent or more of the total combined voting power of all classes of stock entitled to vote of, and is not a “controlled foreign corporation” related, directly or indirectly, through stock ownership to, the Repo Counterparty;
- the Non-U.S. Holder provides an appropriate statement (generally on IRS Form W-8BEN or W-8BEN-E), signed under penalties of perjury, identifying the Non-U.S. Holder and certifying, among other things, that it is not a U.S. person, its Foreign Account Tax Compliance Act (“FATCA”) status, and if required, its direct and indirect U.S. owners; and
- in the case of payments made to a Non-U.S. Holder that is, or holds the Certificates through, a foreign financial institution, any such foreign financial institution has entered into an agreement with the U.S. government to report, on an annual basis, certain information regarding accounts with or interests in the institution held by certain United States persons and by certain non-U.S. entities that are wholly or partially owned by United States persons, or has not been designated as a “nonparticipating foreign financial institution” if it is subject to an intergovernmental agreement between the United States and a foreign country.

If a Non-U.S. Holder does not qualify under the foregoing criteria for an exemption from U.S. federal gross income or withholding tax in respect of income or gain on the Term Asset, such tax may be reduced or eliminated by an applicable income tax treaty between the United States and such Non-U.S. Holder’s country of residence.

The adoption of, or implementation of, an intergovernmental agreement between the United States and an applicable foreign country, or future U.S. Treasury regulations, may modify these requirements.

The Trust and the Repo Counterparty currently do not intend to withhold tax on payments received by or made to the Trust under the Repurchase Agreement that are includable in the income of a Non-U.S. Holder that meets the ownership requirement and provides an appropriate statement, as described above. If, however, there is a change of law or interpretation of law, or if the Trust or the Repo Counterparty otherwise determines that such income is subject to U.S. federal withholding tax, the Trust or the Repo Counterparty will withhold tax at the rates applicable at that time.

The Trust or the Repo Counterparty will reduce the amount of any distributions it makes to Non-U.S. Holders by the amount of any applicable withholding tax.

## **ERISA CONSIDERATIONS**

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Section 4975 of the Code impose certain requirements on (a) employee benefit plans (as defined in Section 3(3) of ERISA) subject to Title I of ERISA, (b) plans or other arrangements described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh plans, subject to Section 4975 of the Code, and (c) entities whose underlying assets include “plan assets”

by reason of any such plan's or arrangement's investment in the entity (each a "Plan"). In addition, although non-US plans, governmental plans and certain church plans are not subject to Section 406 of ERISA or Section 4975 of the Code, such plans may be subject to other laws that are substantially similar to those provisions ("Similar Law").

An investment in Certificates by a Plan might result in the assets of the Trust being deemed to constitute "plan assets" of such Plan, which in turn might mean that certain aspects of such investment and the transactions of the underlying Trust (including the purchase and holding of the Term Asset and the transactions contemplated under the Repurchase Agreement), might be prohibited transactions under ERISA and Section 4975 of the Code unless exemptive relief were available under an applicable exemption issued by the United States Department of Labor (the "DOL"). Under Section 2510.3-101 of the DOL regulations (as modified by Section 3(42) of ERISA, the "Regulation"), a Plan's assets may include the assets of an entity if the Plan acquires an "equity interest" in such entity. Thus, if a Plan acquired a Certificate, for certain purposes (including the prohibited transaction provisions of ERISA and Section 4975 of the Code), the Plan would be considered to own an undivided interest in the underlying assets of the Trust unless an exception applied under the Regulation. No exception under the Regulation is expected to apply with respect to the Trust.

Each purchaser and transferee of a Certificate, and each fiduciary who causes any entity to purchase a Certificate, shall be deemed to have represented and warranted (see "Notice to Investors" herein), that, for so long as it holds the Certificate or a beneficial interest therein, it is neither a Plan nor a non-US, church or governmental plan subject to Similar Law.

## **METHOD OF DISTRIBUTION**

Subject to the terms and conditions set forth in the certificate purchase agreement, dated June 22, 2022 (the "Purchase Agreement") and the Trust Agreement, the Trust has agreed to sell, and the Initial Purchaser has agreed to purchase, all of the Certificates. On the Closing Date, \$300,000,000 Certificate Principal Balance of the Certificates will be issued.

The Initial Purchaser has agreed, subject to the terms and conditions set forth in the Purchase Agreement, to purchase all Certificates offered hereby at a price of 100% of the initial Certificate Principal Balance thereof.

The Initial Purchaser has advised the Company that it intends to offer the Certificates from time to time in negotiated transactions or otherwise at prices determined at the time of sale to persons that are QIBs in reliance on Rule 144A.

The Trust has not been registered with the Securities and Exchange Commission (the "Commission") as an investment company pursuant to the Investment Company Act in reliance on Rule 3a-7 thereunder.

During and after the offering, the Initial Purchaser may purchase and sell the Certificates in the open market in transactions in the United States.

The Initial Purchaser/Depositor is also the Repo Counterparty. In the ordinary course of business, the Initial Purchaser and its affiliates may make a market in the Purchased Securities in

respect of the Term Asset. See “Risk Factors—Conflicts of Interest Involving Citigroup Global Markets Inc. and its Affiliates.”

## **LISTING AND GENERAL INFORMATION**

Application has been made to Euronext Dublin for the Certificates to be admitted to the Official List and to trading on its regulated market. It is expected that the total expenses related to the initial admission to trading will be approximately €9,540.

Maples and Calder (Ireland) LLP is acting solely in its capacity as listing agent for the Trust and is not itself seeking admission of the Certificates to the Official List of Euronext Dublin and trading on its regulated market.

For the term of the Certificates, copies of the Base Trust Agreement and the Series Supplement will be made available to Certificateholders on the Trustee’s website at <http://pivot.usbank.com>.

In accordance with and subject to the terms of the Trust Agreement, an authorized employee of the Depositor, authorized by resolutions of the board of directors of the Depositor, will authorize the authentication and delivery of, and the Trustee will authenticate and deliver, the Certificates.

Since formation, the Trust has not commenced operations and no financial statements have been prepared as at the date of this Private Placement Memorandum.

Since formation, the Trust has not been involved in any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Trust is aware) that may have or have had a significant effect on its financial position or profitability.

With respect to each Scheduled Distribution Date, the Trustee will cause reports to be prepared and forwarded, which will include, without limitation, the following: (i) the amount of the distribution on the Scheduled Distribution Date to Certificateholders allocable to principal of and premium, if any, and interest on the Certificates; and the amount of aggregate unpaid interest accrued as of such Scheduled Distribution Date; (ii) such other customary information as the Trustee deems necessary or desirable, or that any such Certificateholder reasonably requests, to enable such Certificateholders to prepare their tax returns; and (iii) a notice (based on the notice received from the Custodian under the Custodial Undertaking) of the aggregate Margin Value of the Purchased Securities in respect of the Term Asset as of such date. The Trustee will also cause any reports, statements or notices sent or received by the Trustee pursuant to the Repurchase Agreement (other than those reports on the make-up and value of the Purchased Securities owned by the Trust, which the Custodian will make available to Holders through its website), to be made available promptly to the Certificateholders, subject to any applicable confidential and non-disclosure agreements.

The International Securities Identification Number (“ISIN”) for the Regulation S Global Certificates is USU8861KAA17, the Committee on Uniform Securities Identification Procedures (“CUSIP”) number is U8861K AA1 and the Common Code identifier is 249080381. The ISIN for

the Rule 144A Global Certificates is US88656PAA49, the CUSIP number is 88656P AA4 and the Common Code identifier is 249080195.

## NOTICE TO INVESTORS

Any purchase or transfer of Certificates or beneficial interests therein may only be effected in accordance with the following provisions and each purchaser or transferee (each, a “Purchaser”) by its acquisition of a Certificate or an ownership interest therein shall be deemed to represent or acknowledge that it complies with and agrees to the following provisions:

- 1) The Purchaser (i) is a QIB, (ii) is acquiring such Certificates or beneficial interest therein for investment purposes and not with a view to the distribution thereof, (iii) is not a broker-dealer which owns and invests on a discretionary basis less than \$25 million in securities of unaffiliated issuers, (iv) is not a partnership, common trust fund, or special trust, pension fund or retirement plan, or other entity in which the partners, beneficiaries, participants or other equity owners, as the case may be, may designate the particular investments to be made, or the allocation thereof, (v) is not formed for the purpose of investing in the Trust (or if it was formed for such purpose, all of the beneficial owners thereof are QIBs), (vi) holds directly or indirectly in the aggregate not more than 40% of its assets or capital in securities issued by or on behalf of the Trust (including the Certificates), (vii) is acting for its own account, or the account of another Purchaser that meets these requirements and as to which it has full authority to make, and does make (by delivering to the Trustee a signed acknowledgement of), all of the representations and agreements applicable to a Purchaser under Section 24 of the Series Supplement, and (viii) will provide notice of all transfer restrictions to any subsequent transferees and will provide the Trustee from time to time such information as it may reasonably request in order to ascertain compliance with this paragraph (1).
- 2) The Purchaser understands that the Certificates have not been and will not be registered under the Securities Act or any other applicable securities law, and, therefore, the Certificates cannot be offered, sold or otherwise transferred unless they are so registered or unless an exemption from registration is available. Accordingly, the Purchaser understands that the Certificates will bear the legend set forth below. The Purchaser understands that the Trustee has no obligation to register the Certificates under the Securities Act or to comply with the requirements for any exemption from the registration requirements of the Securities Act (other than to supply Rule 144A Information as required hereunder).
- 3) The Purchaser understands that the Certificates (or any interest therein) may not be offered, sold, pledged or otherwise transferred except to a QIB purchasing for its own account in a transaction meeting the requirements of Rule 144A and which is deemed to have made the representations contained herein. The Purchaser understands that the Certificates (or any interest therein) may not be offered, sold, pledged or otherwise transferred to a Person taking delivery in the form of a Regulation S Global Certificate who did not purchase the related Certificates on the Closing Date.

- 4) The Purchaser understands that the Certificates have not been approved or disapproved by the SEC or any other governmental authority or agency of any jurisdiction, nor has the SEC or any other governmental authority or agency passed upon the accuracy or adequacy of this Private Placement Memorandum. Any representation to the contrary is a criminal offense.
- 5) The Purchaser is a QIB, and is aware (and any other person for whom such Purchaser is purchasing is aware) that any sale of the Certificates to it will be made in reliance on Rule 144A and that such acquisition will be for its own account.
- 6) The Purchaser agrees that no Certificate (or any interest therein) may be sold, pledged or otherwise transferred except in minimum denominations of \$1,000,000 and integral multiples of \$1,000,000 in excess thereof. The Purchaser is aware that (i) except as otherwise provided in the Trust Agreement, the Certificates being sold to it will be represented by one or more Global Certificates, and that beneficial interests therein may be held only through DTC and (ii) the Trustee, on behalf of the Trust, and the Depositor may receive a list of Participants holding positions in the Trust's securities from one or more book-entry depositories.
- 7) The Purchaser (i) has such knowledge and experience in financial and business matters that it is capable of independently evaluating the merits and risks (including financial, tax, legal, regulatory and accounting characteristics and consequences) of an investment in the Certificates (including without limitation, the Term Asset), (ii) in making such investment is not relying on the advice or recommendations of or any information, representation or warranty provided by the Initial Purchaser or any of its affiliates or representatives, (iii) has determined (independently and without relying on the Initial Purchaser or any of its affiliates or representatives) that it is financially able to bear such risks and that an investment in the Certificates (including without limitation, the Term Asset) is suitable and appropriate for it, (iv) has been given the opportunity to request and review such additional information necessary to evaluate the merits and risks of a purchase of the Certificates and to verify the accuracy of or to supplement the information contained in this Private Placement Memorandum to the extent the Trust possesses such information, and (v) has received all documents and information reasonably necessary to make an investment decision, subject to contractual restrictions on the Trust's ability to disclose confidential information. The Purchaser understands the terms, conditions and risks of the Certificates and that the Certificates involve a high degree of risk as described in this Private Placement Memorandum, including possible loss of the Purchaser's entire investment. The Purchaser has received, and has had an adequate opportunity to review the contents of, this Private Placement Memorandum. The Purchaser has had access to such financial and other information concerning the Trust and the Certificates (including without limitation, the Term Asset, the Repo Counterparty and the Repo Guarantor) as it has deemed necessary to make its own independent decision to purchase the Certificates, including the opportunity, at a reasonable time prior to its purchase of the Certificates, to ask questions and receive answers concerning an investment in the Certificates. Without limiting the foregoing, the Purchaser acknowledges that the Initial Purchaser and its affiliates and representatives are not in the business of providing (and the Purchaser is not relying on any of them for) legal, tax or accounting advice, that there may be legal, tax and accounting

risks associated with a purchase of the Certificates, that the Purchaser has received, and is relying on, separate and qualified legal, tax and accounting advice in connection with its purchase of the Certificates, and that senior management of each Purchaser has been apprised of such legal, tax and accounting advice (and any risks associated with the purchase of Certificates) and the disclaimers as to such matters set forth herein. The Purchaser has not relied on any other version of this Private Placement Memorandum other than the final version thereof in making its investment decision with respect to the Certificates. The Purchaser acknowledges that no person has been authorized to give any information or to make any representations concerning the Trust or the Certificates other than those contained in this Private Placement Memorandum and, if given or made, such other information or representations have not been relied upon. The Purchaser acknowledges that it has reviewed this Private Placement Memorandum, including the “Risk Factors” and the legends herein.

- 8) The Purchaser understands that there is no market for the Certificates and that no assurance can be given as to the liquidity of any trading market for the Certificates and that it is unlikely that a trading market for any of the Certificates will develop. The Purchaser further understands that, although the Initial Purchaser may from time to time make a market in the Certificates, the Initial Purchaser is under no obligation to do so and, following the commencement of any market-making, may discontinue the same at any time. Accordingly, the Purchaser must be prepared to hold the Certificates for an indefinite period of time or until their maturity.
- 9) For as long as it holds the Certificates or a beneficial interest therein, the Purchaser is neither a Plan nor a non-US, church or governmental plan subject to Similar Law.
- 10) The Purchaser agrees that (i) any sale, pledge or other transfer of a Certificate (or any interest therein) made in violation of the transfer restrictions contained in this Private Placement Memorandum and in Sections 23 and 24 of the Series Supplement, or made based upon any false or inaccurate representation made or deemed made by the Purchaser, will be absolutely null and void *ab initio* and of no force or effect, and (ii) the Trustee has no obligation to recognize any sale, pledge or other transfer of a Certificate (or any interest therein) made in violation of any such transfer restriction or made based upon any such false or inaccurate representation. The Purchaser shall certify upon request that (x) the Purchaser is a QIB, (y) if receiving or holding an interest in a Regulation S Global Certificate, it purchased such interest on the Closing Date and (z) it satisfies the other requirements set forth in Sections 23 and 24 of the Series Supplement (such a Purchaser, an “Eligible Investor”), and the Purchaser understands that, upon the failure to provide such certification, or upon a determination that the Purchaser is not an Eligible Investor, the Trustee is authorized and directed under the Trust Agreement to require the Purchaser to sell its Certificates to a Person who is an Eligible Investor or, in the case of a Regulation S Global Certificate, to exchange its interest in such Regulation S Global Certificate for an interest in the corresponding Rule 144A Global Certificate if the Purchaser would then be deemed an Eligible Investor.
- 11) The Purchaser represents and warrants that neither it nor anyone acting on its behalf (i) has offered or sold or will offer or sell any Certificate by means of any form of general

solicitation or general advertising or (ii) has taken or will take any action that would constitute a distribution of a Certificate under the Securities Act, would render the disposition of a Certificate a violation of Section 5 of the Securities Act or any state or other securities law or would require registration pursuant thereto.

- 12) The Purchaser represents and warrants that the Purchaser has the power and authority to acquire the Certificates and to perform its obligations thereunder and consummate the transactions contemplated thereby, and the person signing any document required to be executed and delivered by the Purchaser in connection with the purchase of the Certificates on behalf of the Purchaser has been duly authorized to execute and deliver such document. Such execution, delivery and compliance by the Purchaser does not conflict with, or constitute a default under, any instruments governing such Purchaser, any applicable law, regulation or order, or any material agreement to which such Purchaser is party or by which such Purchaser is bound.
- 13) The Purchaser agrees to indemnify and hold harmless the Trustee, the Trust and the Initial Purchaser from and against any and all loss, damage or liability due to or arising out of a breach of any covenant, representation or warranty made or deemed made by it in this Private Placement Memorandum or the Trust Agreement (including any related enforcement costs).
- 14) The Purchaser is either (i) a U.S. Person for U.S. federal income tax purposes and agrees to provide an Internal Revenue Service Form W-9 to the relevant withholding agent, the Trustee, and the Repo Counterparty on or before the Closing Date, and in the case of a subsequent Purchaser, to the relevant withholding agent, the Trustee, and the Repo Counterparty on or before acquiring a Certificate, or (ii) a Non-U.S. Person that agrees to provide an Internal Revenue Service Form W-8BEN or W-8BEN-E (or other Internal Revenue Service Form W-8 and any required attachments, as applicable) to the relevant withholding agent, the Trustee, and the Repo Counterparty on or before the Closing Date, and in the case of a subsequent Purchaser, to the relevant withholding agent, the Trustee, and the Repo Counterparty on or before acquiring a Certificate. The Purchaser further agrees that it will not transfer the beneficial ownership of its Certificate to any person unless such transferee provides an Internal Revenue Service Form W-9, W-8BEN, or W-8BEN-E (or other Internal Revenue Service Form W-8 and any required attachments, as applicable, or successor form) to the relevant withholding agent, the Trustee, and the Repo Counterparty.
- 15) The Purchaser agrees to the extent relevant for all U.S. federal income tax purposes, except as required by law, (i) to treat the Trust as a grantor trust under subpart E, part I of subchapter J of the Code; (ii) to treat the Certificates as undivided beneficial ownership interests in the assets of the Trust; (iii) to treat the Repurchase Agreement as a secured loan of cash from the Trust to the Repo Counterparty; (iv) to treat the Purchased Securities as collateral pledged by the Repo Counterparty to secure such loan and (v) to treat income on the Purchased Securities as income of the Repo Counterparty or of any party for whom the Repo Counterparty may be acting, including customers.

- 16) The Purchaser represents and warrants that (i) though it may intend to resell the Certificates, it is purchasing the Certificates for its own account and that (A) it is and will remain the sole beneficial owner of the Certificates purchased by it at all times prior to transfer of such Certificates and (B) it will not enter into any financial instrument or contract (other than equity or non-convertible debt issued by an entity holding an interest in the Trust) the value of which is determined in whole or in part by reference to the Certificates or the Trust; (ii) it either (A) is not, for U.S. federal income tax purposes, a partnership, grantor trust or S corporation (as defined in the Code) or (B) is, for U.S. federal income tax purposes, a partnership, grantor and trust or S Corporation, but after giving effect to this purchase of Certificates, less than 65% of the aggregate value of the Purchaser's assets would consist of Certificates; (iii) its purchase or the transfer to it of the Certificates will not result in there being more than 99 separate beneficial owners of Certificates for purposes of Treasury Regulation Section 1.7704-1; and (iv) it acknowledges that the Initial Purchaser does not intend to list the Certificates in a manner to allow trading on any exchange or to make a market in the Certificates and agrees that the Purchaser will not knowingly take any steps to cause the Certificates to be treated as traded on an established securities market or readily tradable on a secondary market or substantial equivalent thereof (including, without limitation, taking any action to cause the certificates to be traded on Euronext Dublin), in each case, within the meaning of the U.S. federal income tax rules governing publicly traded partnerships.
- 17) The Purchaser will provide notice of the transfer restrictions contained in Sections 23 and 24 of the Series Supplement to any subsequent purchasers or transferees (which requirement may be satisfied (among other means) by such Purchaser's providing prospective subsequent purchasers or transferees with a copy of this Private Placement Memorandum). The Purchaser agrees not to act as a swap counterparty or other type of intermediary whereby any other party will acquire an economic or beneficial interest in the Certificates acquired or reoffer, resell, pledge or otherwise transfer the Certificates (or any beneficial interests therein), to any person except to a person that (x) is an Eligible Investor and (y) agrees not to subsequently transfer the Certificates or any beneficial interest therein except to an Eligible Investor.
- 18) The Purchaser acknowledges that the Depositor and its Affiliates may be acting in a number of capacities as described in this Private Placement Memorandum, and that the Depositor and its Affiliates will have discretion in the exercise of certain of their rights under the Repurchase Agreement, and the other financing documents. In this connection, the Purchaser acknowledges and agrees specifically that (i) the roles played by the Depositor and its Affiliates may present situations in which decisions made by such entities may prejudice (possibly materially) the interests of the Purchaser and the other Certificateholders, (ii) the interests of the Depositor and its Affiliates may, at times, conflict with the interests of the Purchaser and the other Certificateholders and in any such situation, the Depositor and its Affiliates will have no duty to consider the interests of the Purchaser or any other Certificateholder in making any decision to act (or to forego taking action) or in exercising any discretionary right, and (iii) the Depositor and its Affiliates will not have any obligation to the Purchaser or the other Certificateholders to disclose any relationships that any of them may have with any issuer or guarantor of the Purchased Securities, or any information with respect thereto that may or may not be publicly



available or known that is obtained by the Depositor or an Affiliate as a result of such relationship.

- 19) The Purchaser acknowledges that the Trust, the Trustee, the Repo Counterparty and the Initial Purchaser and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties or agreements and agrees that if any of the acknowledgments, representations, warranties or agreements made by it in connection with its purchase of the Certificates are no longer accurate, the Purchaser will promptly notify the Trustee.
- 20) The Purchaser, by its acceptance of a Certificate, covenants and agrees that the Purchaser shall not, prior to the date which is one year and one day after the termination of the Trust Agreement, acquiesce, petition or otherwise invoke or cause the Depositor to invoke the process of any court or governmental authority for the purpose of commencing or sustaining a case against the Depositor or the Trust under any federal or state bankruptcy, insolvency, reorganization or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Depositor or the Trust or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Depositor or the Trust.
- 21) The Purchaser, by its acceptance of a Certificate, agrees that the Trustee shall have no obligation to (i) verify the composition or eligibility of any assets transferred to the Trust under the Term Asset or (ii) review reports delivered pursuant to Paragraph 5H of the Custodial Undertaking.
- 22) Each Purchaser understands that each Rule 144A Global Certificate shall bear a legend in substantially the following form:

THIS SECURITY IS A GLOBAL CERTIFICATE WITHIN THE MEANING OF THE TRUST AGREEMENT (AS HEREINAFTER DEFINED) AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE OF THE DEPOSITORY TRUST COMPANY. THIS SECURITY IS EXCHANGEABLE FOR DEFINITIVE CERTIFICATES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE TRUST AGREEMENT AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE TO THE DEPOSITORY TRUST COMPANY, TO A NOMINEE OF THE DEPOSITORY TRUST COMPANY, TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE TRUST HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940 (THE "INVESTMENT COMPANY ACT"). NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE

TRANSFERRED EXCEPT (A) IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST AGREEMENT, AND IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE, AND (B) TO A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT).

BY ITS ACCEPTANCE HEREOF, EACH HOLDER AND EACH SUBSEQUENT TRANSFEREE (A) WILL BE DEEMED TO REPRESENT THAT (I) IT IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, (II) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE TRUST (OR IF IT WAS FORMED FOR SUCH PURPOSE, ALL OF THE BENEFICIAL OWNERS THEREOF ARE QUALIFIED INSTITUTIONAL BUYERS), (III) IT IS NOT A BROKER- DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. \$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IT IS NOT A PARTNERSHIP, COMMON TRUST FUND OR SPECIAL TRUST, PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES, PARTICIPANTS OR OTHER EQUITY OWNERS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, OR THE ALLOCATION THEREOF, (V) IT HOLDS DIRECTLY OR INDIRECTLY IN THE AGGREGATE NOT MORE THAN 40% OF ITS ASSETS OR CAPITAL IN SECURITIES ISSUED BY THE TRUST (INCLUDING THE CERTIFICATES), (VI) IT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A PERSON WHO IS A QUALIFIED INSTITUTIONAL BUYER AND AS TO WHICH IT HAS FULL AUTHORITY TO MAKE, AND DOES MAKE, ALL APPLICABLE REPRESENTATIONS AND AGREEMENTS, (VII) IT, AND EACH ACCOUNT FOR WHICH IT IS PURCHASING, WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF SECURITIES, (VIII) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES AND (IX) IT WILL NOT TRANSFER THIS SECURITY TO A PERSON TAKING DELIVERY IN THE FORM OF A REGULATION S GLOBAL CERTIFICATE WHO DID NOT PURCHASE THE RELATED CERTIFICATES ON THE CLOSING DATE, AND (B) WILL BE DEEMED TO MAKE ALL OF THE OTHER REPRESENTATIONS AND AGREEMENTS CONTAINED IN THE TRUST AGREEMENT.

THE TRUSTEE HAS THE RIGHT, UNDER THE TRUST AGREEMENT, (A) TO REQUIRE ANY HOLDER OR BENEFICIAL OWNER WHO IS DETERMINED NOT TO BE A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS SECURITIES TO A PERSON WHICH IS A QUALIFIED INSTITUTIONAL BUYER, (B) TO REFUSE TO HONOR A TRANSFER TO A PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND (C) TO REFUSE TO HONOR A TRANSFER TO A PERSON WHO WILL TAKE DELIVERY IN THE FORM OF AN INTEREST IN A

REGULATION S GLOBAL CERTIFICATE WHO DID NOT PURCHASE THE RELATED CERTIFICATES ON THE CLOSING DATE.

THE CERTIFICATES WILL BE ISSUED IN MINIMUM DENOMINATIONS OF \$1,000,000 AND INTEGRAL MULTIPLES OF \$1,000,000 IN EXCESS THEREOF.

Each Purchaser understands that each Regulation S Global Certificate shall bear a legend in substantially the following form:

THIS SECURITY IS A GLOBAL CERTIFICATE WITHIN THE MEANING OF THE TRUST AGREEMENT (AS HEREINAFTER DEFINED) AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE OF THE DEPOSITORY TRUST COMPANY. THIS SECURITY IS EXCHANGEABLE FOR DEFINITIVE CERTIFICATES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE TRUST AGREEMENT AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE TO THE DEPOSITORY TRUST COMPANY, TO A NOMINEE OF THE DEPOSITORY TRUST COMPANY, TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE TRUST HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940 (THE "INVESTMENT COMPANY ACT"). NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST AGREEMENT, AND IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE, AND (B) TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT).

BY ITS ACCEPTANCE HEREOF, EACH HOLDER (A) WILL BE DEEMED TO REPRESENT THAT (I) IT IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, (II) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE TRUST (OR IF IT WAS FORMED FOR SUCH PURPOSE, ALL OF THE BENEFICIAL OWNERS THEREOF ARE QUALIFIED INSTITUTIONAL BUYERS), (III) IT IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S. \$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS, (IV) IT IS NOT A PARTNERSHIP, COMMON TRUST FUND OR SPECIAL TRUST, PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES, PARTICIPANTS OR OTHER EQUITY OWNERS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, OR THE ALLOCATION THEREOF, (V) IT HOLDS DIRECTLY OR

INDIRECTLY IN THE AGGREGATE NOT MORE THAN 40% OF ITS ASSETS OR CAPITAL IN SECURITIES ISSUED BY THE TRUST (INCLUDING THE CERTIFICATES), (VI) IT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A PERSON WHO IS A QUALIFIED INSTITUTIONAL BUYER AND AS TO WHICH IT HAS FULL AUTHORITY TO MAKE, AND DOES MAKE, ALL APPLICABLE REPRESENTATIONS AND AGREEMENTS, (VII) IT, AND EACH ACCOUNT FOR WHICH IT IS PURCHASING, WILL HOLD AND TRANSFER AT LEAST THE MINIMUM DENOMINATION OF SECURITIES, (VIII) IT WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES, (IX) IT PURCHASED THIS SECURITY ON THE CLOSING DATE AND (X) IT WILL NOT TRANSFER THIS SECURITY TO A PERSON TAKING DELIVERY IN THE FORM OF A REGULATION S GLOBAL CERTIFICATE WHO DID NOT PURCHASE THE RELATED CERTIFICATES ON THE CLOSING DATE AND (B) WILL BE DEEMED TO MAKE ALL OF THE OTHER REPRESENTATIONS AND AGREEMENTS CONTAINED IN THE TRUST AGREEMENT.

THE TRUSTEE HAS THE RIGHT, UNDER THE TRUST AGREEMENT, (A) TO REQUIRE ANY HOLDER OR BENEFICIAL OWNER WHO IS DETERMINED NOT TO BE A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS SECURITIES TO A PERSON WHICH IS A QUALIFIED INSTITUTIONAL BUYER, (B) TO REQUIRE ANY HOLDER OR BENEFICIAL OWNER WHO IS DETERMINED NOT TO HAVE PURCHASED THIS SECURITY ON THE CLOSING DATE TO EXCHANGE ITS INTEREST IN THIS SECURITY FOR AN INTEREST IN THE CORRESPONDING RULE 144A GLOBAL CERTIFICATE OR TO TRANSFER OR SELL ITS INTEREST IN THIS SECURITY TO A PERSON WHO WISHES TO TAKE DELIVERY THEREOF IN THE FORM OF AN INTEREST IN THE CORRESPONDING RULE 144A GLOBAL CERTIFICATE, (C) TO REFUSE TO HONOR A TRANSFER TO A PERSON WHO IS NOT A QUALIFIED INSTITUTIONAL BUYER AND (D) TO REFUSE TO HONOR A TRANSFER TO A PERSON WHO WILL TAKE DELIVERY IN THE FORM OF AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE WHO DID NOT PURCHASE THE RELATED CERTIFICATES ON THE CLOSING DATE.

THE CERTIFICATES WILL BE ISSUED IN MINIMUM DENOMINATIONS OF \$1,000,000 AND INTEGRAL MULTIPLES OF \$1,000,000 IN EXCESS THEREOF.

### **LEGAL OPINIONS**

Certain legal and federal income tax matters relating to the Certificates will be passed upon for the Company, for the Trust and for the Initial Purchaser by Cleary Gottlieb Steen & Hamilton LLP, New York, New York, and Washington, D.C.

## **APPENDIX A**

### **GLOSSARY**

Any capitalized terms used in the Private Placement Memorandum or in this Glossary but not defined therein or below shall have the same meanings as set forth in the Repurchase Agreement.

“Act of Insolvency” means with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party’s inability to pay such party’s debts as they become due.

“Affiliate” means relation to any Person, any entity controlled, directly or indirectly, by the Person, any entity that controls, directly or indirectly, the Person or any entity directly or indirectly under common control with the Person. For this purpose, “control” of any entity or Person means ownership of a majority of the voting power of the entity or Person.

“Benchmark” means, initially, Compounded SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Repo Counterparty (or one of its Affiliates) as of the Benchmark Replacement Date:

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected by the Repo Counterparty (or one of its Affiliates) as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a

replacement for the then-current Benchmark for U.S. dollar-denominated repurchase facilities at such time and (b) the Benchmark Replacement Adjustment.

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Repo Counterparty (or one of its Affiliates) as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Repo Counterparty (or one of its Affiliates) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated repurchase facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of price differential period, timing and frequency of determining pricing rates and making payments of price differential, rounding of amounts or tenors, and other administrative matters) that the Repo Counterparty (or one of its Affiliates) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Repo Counterparty (or such affiliate) decides that adoption of any portion of such market practice is not administratively feasible or if the Repo Counterparty (or such affiliate) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Repo Counterparty (or such affiliate) determines is reasonably necessary).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then- current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“Book-Entry System” means the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York.

“Business Day” means (a) with respect to the Custodial Undertaking and the Purchased Securities held thereunder, any day on which the Custodian and appropriate Clearing Corporation(s) are open for business and (b) for all other purposes, any day that is both (i) a U.S. Government Securities Business Day and (ii) a day on which the Custodian and appropriate Clearing Corporation(s) are open for business.

“Certificateholder” or “Holder” means the holder of a Certificate.

“Certificate Principal Balance” means, as of any date of determination, an amount equal to \$300,000,000.

“Clearing Corporation” means the Book-Entry System, The Depository Trust Company, Fixed Income Clearing Corporation, and any other U.S. domestic clearing corporation within the meaning of Section 8-102 of the UCC.

“Commodity Exchange Act” means the Commodity Exchange Act, as amended.

“Commodity Pool Operator” means a “commodity pool operator” as defined in Section 1(a)(11) of the Commodity Exchange Act.

“Compounded SOFR” means a rate of return of a daily compounded interest investment calculated in accordance with the formula below, with the resulting percentage being rounded, if

necessary, to the nearest one hundred-thousandth of a percentage point (0.00000005 being rounded upwards):

$$\left[ \prod_{i=1}^{do} \left( 1 + \frac{SOFR_i \times ni}{360} \right) - 1 \right] \times \frac{360}{d}$$

where

“do”, for any interest period, is the number of U.S. Government Securities Business Days in the relevant interest period.

“i” is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant interest period.

“SOFR<sub>i</sub>”, for any day “i” in the relevant interest period, is a reference rate equal to SOFR in respect of that day.

“ni”, for any day “i” in the relevant interest period, is the number of calendar days from, and including, such U.S. Government Securities Business Day “i” to, but excluding, the following U.S. Government Securities Business Day.

“d” is the number of calendar days in the relevant interest period.

“Directing Holders” means Holders representing 100% of the Certificate Principal Balance. If on any matter in which the Trustee requests direction from the Directing Holders the Trustee fails to receive such direction, the Trustee will take no action with respect to the requested matter.

“Eligible Investments” means direct obligations of the United States of America or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America. If no other direction of the Directing Holders is received, Eligible Investments shall consist of U.S. Treasury securities maturing on or before the next Scheduled Distribution Date.

“Global Certificate” means any Rule 144A Global Certificate or Regulation S Global Certificate.

“Investments” means the following assets held for investment purposes, and where the value of such Investments is based on the fair market value or cost of such Investments net of any outstanding indebtedness incurred to acquire or for the purpose of acquiring such Investments: (1) securities as defined in the U.S. Securities Act of 1933, other than securities of an issuer that is controlled by the prospective Eligible Investor, (2) real estate; or (3) cash and cash equivalents (including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments, and foreign currencies). Real estate shall not be considered to be held for investment purposes by a prospective Eligible Investor if it is used by the prospective Eligible Investor or any related person (i.e., a descendant, ancestor or sibling (including by adoption), spouse or former spouse)



for personal purposes or as a place of business, or in connection with the conduct of the trade or business of the prospective Eligible Investor or a related person, provided that real estate owned by a prospective Eligible Investor who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“NY Federal Reserve” means the Federal Reserve Bank of New York.

“NY Federal Reserve’s Website” means the website of the NY Federal Reserve currently at <http://www.newyorkfed.org>, or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR.

“Participant” means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Depositary (as defined in the Base Trust Agreement) effects book-entry transfers and pledges of securities deposited with the Depositary.

“Permitted Investments” for purposes of the Base Trust Agreement shall be limited to Eligible Investments as defined above.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock Repo Counterparty, limited liability Repo Counterparty, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

“Purchase Price” means an amount equal to the Certificate Principal Balance on the Closing Date.

“Purchased Securities” means any securities of the type listed in Schedule I to the Custodial Undertaking, attached hereto as Appendix C, that satisfy the Purchased Securities Limitations.

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Determination Time and (2) if the Benchmark is not

Compounded SOFR, the time determined by the Repo Counterparty (or one of its Affiliates) in accordance with the Benchmark Replacement Conforming Changes.

“Regulation S Global Certificate” means any Certificate sold in reliance on Regulation S and Rule 144A under the Securities Act and issued in the form of a permanent global certificate in definitive, fully registered form without interest coupons and assigned a “CUSIP” or “ISIN” number associated with securities sold in reliance on Regulation S under the Securities Act.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NY Federal Reserve, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NY Federal Reserve or any successor thereto.

“Repurchase Agreement Guaranty” means the Guaranty issued in respect of the Repurchase Agreement by Citigroup Inc.

“Responsible Officer” means, with respect to the Trustee, any vice president, assistant vice president, or trust officer working in the corporate trust office of the Trustee and having direct responsibility for the administration of the Trust and the Trust Assets.

“Rule 144A Global Certificate” means any Certificate sold in reliance on Rule 144A under the Securities Act and issued in the form of a permanent global certificate in definitive, fully registered form without interest coupons and assigned a “CUSIP” or “ISIN” number associated with securities sold in reliance on Rule 144A under the Securities Act.

“SOFR” means, with respect to any day, the rate determined by the Repo Counterparty (or one of its Affiliates) in accordance with the following provisions:

(1) the Secured Overnight Financing Rate for trades made on such day that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve’s Website on the U.S. Government Securities Business Day immediately following such day (“SOFR Determination Time”); or

(2) if the rate specified in (1) above does not so appear, unless a Benchmark Transition Event and its related Benchmark Replacement Date have occurred as described in (3) below, the Secured Overnight Financing Rate published on the NY Federal Reserve’s Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve’s Website; or

(3) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the relevant interest period end date, the Repo Counterparty will use the Benchmark Replacement to determine the rate and for all other purposes relating to the Term Asset (and the Certificates).

“UCC” means the Uniform Commercial Code of the State of New York (as may be amended from time to time).

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

“U.S. Person” means a “United States person” as defined in Section 7701(a)(30) of the Code, and includes a citizen or resident of the U.S., a corporation, partnership or other entity created or organized in, or under the laws of, the U.S. or any state thereof or the District of Columbia (except, in the case of a partnership, to the extent provided in regulations) or an estate whose income is subject to U.S. federal income tax regardless of its source, or a trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. To the extent prescribed in regulations by the Secretary of the Treasury, a trust which was in existence on August 20, 1996 (other than a trust treated as owned by the Certificateholders under subpart E of part I of subchapter J of chapter 1 of the Code), and which was treated as a U.S. person on August 20, 1996 may elect to continue to be treated as a U.S. person notwithstanding the previous sentence. The term “United States” has the meaning set forth in Section 7701 of the Code.

## **APPENDIX B**

### **ANNEX I TO THE REPURCHASE AGREEMENT AND CONFIRMATION OF TRADE TERMS**

See attached.

## ANNEX I

### Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of June 22, 2022 (the “**Agreement**”) between Citigroup Global Markets Inc. and U.S. Bank Trust National Association, not in its individual capacity, but solely as trustee of TIERS® Funding Trust, Series 2022-1 (the “**Trust**”). Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

#### 1. Applicability.

Paragraph 1 is hereby amended by:

(a) deleting the words “securities or other assets (“Securities”)” in the first sentence thereof and replacing them with the word “Securities”; and

(b) adding the following after the second sentence:

“This “Agreement” means this Master Repurchase Agreement, dated as of June 22, 2022 (including all annexes, schedules and confirmations relating thereto), between the parties hereto, as the same may be amended, supplemented, or otherwise modified from time to time. The parties agree that Citigroup Global Markets Inc. shall be the only Seller under this Agreement and U.S. Bank Trust National Association, not in its individual capacity, but solely as trustee of TIERS® Funding Trust, Series 2022-1, shall be the only Buyer under this Agreement.”

#### 2. Definitions.

Buyer and Seller agree that “Buyer’s Margin Amount” and “Buyer’s Margin Percentage” shall be inapplicable under the Agreement.

Paragraph 2(f) is hereby amended by deleting the entire paragraph and replacing it with:

“Income”, with respect to any Security at any time, any principal thereof and all interest, dividends or other cash or non-cash distributions thereon;

Paragraph 2(j) is hereby amended by deleting the entire paragraph and replacing it with:

“Market Value”, shall have the meaning specified in the Custodial Undertaking;

Paragraph 2(k) is hereby amended by deleting the entire paragraph and replacing it with:

“Price Differential”, shall have the meaning set forth in the Confirmation;

Paragraph 2(o) is hereby amended by deleting the entire paragraph and replacing it with:

“Purchase Price”, the price at which Purchased Securities are transferred by Seller to Buyer on the Purchase Date;

Paragraph 2(p) is hereby amended by the addition of the following words at the end of such paragraph:

“and shall further, for the avoidance of doubt, include, for the purposes of any repurchase obligation under such Transaction, any Securities which are of an identical type, face amount and description (including CUSIP or other identifying number) as the Securities transferred to Buyer by Seller in respect of such Transaction”

Paragraph 2(r) is hereby amended by deleting the entire paragraph and replacing it with:

“Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon the termination of the Transaction, which will be determined as equal to the Purchase Price;

Buyer and Seller agree that “Seller's Margin Amount” and “Seller's Margin Percentage” shall be inapplicable under the Agreement.

### **3. Additional Definitions.**

The following additional definitions shall be added to Paragraph 2:

“Affiliate”, the meaning specified in the Trust Agreement;

“Business Day”, (a) with respect to the Custodial Undertaking and the Purchased Securities held thereunder, the meaning specified in the Custodial Undertaking and (b) for all other purposes, any day that is both (i) a U.S. Government Securities Business Day and (ii) a “Business Day” as defined in the Custodial Undertaking;

“Certificateholder”, a holder of a Certificate;

“Certificates”, the certificates issued by the Trust pursuant to the Trust Agreement;

“Custodial Undertaking”, the custodial undertaking entered into by and among Buyer, Seller, and the Custodian of even date herewith;

“Custodian”, The Bank of New York Mellon, as custodian;

“Margin Percentage”, the percentage applicable to any Purchased Securities as specified on Schedule I to the Custodial Undertaking;

“Margin Value”, the amount obtained by dividing the Market Value of any Purchased Securities by the applicable Margin Percentage;

“Required Margin Amount”, amount specified in the Confirmation as the Purchase Price.

“Securities”, (a) the securities that (i) satisfy the definition of “security” in Section 101(49) of Title II of the United States Code, and (ii) are listed in Schedule I to the Custodial Undertaking and (b) cash;

“Trust Agreement”, the TIERS® Certificates Base Trust Agreement dated as of August 10, 2004 as supplemented by the Series 2022-1 Supplement, dated June 22, 2022, each between Citigroup Global Markets Inc., as depositor, and U.S. Bank Trust National Association, as trustee;

“U.S. Government Securities Business Day”, any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

#### **4. Initiation; Confirmation; Termination.**

Paragraph 3(a) is hereby amended by deleting the second sentence and adding the following:

“On the Purchase Date, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of the Seller. On the Purchase Date, Seller shall transfer to Buyer Purchased Securities with a Margin Value equal to, and Buyer shall transfer to Seller or its agent the Purchase Price in an amount equal to, the amount specified in the Confirmation as the Purchase Price.”

Paragraph 3(c) is hereby amended by adding the following after the last sentence:

“Notwithstanding the foregoing, Seller may not terminate the Transaction, in whole or in part, until the Repurchase Date, except as provided under Paragraph 11.”

The following shall be added as Paragraph 3(d):

“The Seller shall only be permitted to transfer securities that (1) are issued by issuers domiciled in OECD Member Countries or in Bermuda, the Cayman Islands or Jersey, (2) are not issued by Seller or any of its affiliates, and (3) are each a payment obligation that by its terms converts into cash within a finite time period based on a principal balance or other payable amount that may not be reduced as a result of the occurrence or non-occurrence of any event or circumstance (other than payment), provided that such obligation may be subject to customary limited recourse provisions. In addition, the Seller shall not be permitted to transfer a particular Security (other than an Excepted Security) to the extent that, after giving effect to such transfer such Purchased Securities issued by a particular issuer would represent (by Margin Value) more than 20% of the aggregate Margin Value of all the Purchased Securities of all the Transactions (including Excepted Securities) transferred to the Buyer under this Agreement and not repurchased by the Seller. In addition, if at any time such 20% limitation is violated with respect to a particular Security (other than an Excepted Security), the Seller shall be required to substitute Purchased Securities as promptly as is practicable (but in no event later than ten Business Days after Seller is notified by Custodian that such 20% limitation was violated) to comply with such 20% limitation, subject to the condition precedent that, after such substitution, the aggregate Margin Value of all the Purchased Securities is at least equal to the Required Margin Amount.

“Excepted Securities” shall mean Purchased Securities that are issued or guaranteed by an OECD Member Country.

“OECD Member Country” shall mean any country that is a member of the Organization for Co-operation and Economic Development.

In no event, and notwithstanding anything to the contrary herein or in the Custodial Undertaking, shall the parties hereto enter into a Rolled Transaction (as defined under the Custodial Undertaking).”

## **5. Margin Maintenance.**

Paragraph 4(a) is hereby amended by deleting the entire paragraph and replacing it with:

“If the Margin Value of the Purchased Securities held by the Custodian on behalf of Buyer pursuant to the Custodial Undertaking is less than the Required Margin Amount (as adjusted pursuant to the Custodial Undertaking) (such deficiency, a “Margin Deficit”), it is understood that, pursuant to the Custodial Undertaking, the Custodian will so notify Buyer and Seller as specified under the Custodial Undertaking. On the date of any such notice Seller shall transfer additional Purchased Securities from Seller’s account to Buyer’s account to cure the Margin Deficit.”

Paragraph 4(b) is hereby amended by deleting the entire paragraph and replacing it with:

“If the Margin Value of the Purchased Securities held by the Custodian on behalf of Buyer pursuant to the Custodial Undertaking exceeds the Required Margin Amount (as adjusted pursuant to the Custodial Undertaking) (a “Margin Excess”), it is understood that, pursuant to the Custodial Undertaking, the Custodian will so notify Buyer and Seller and Seller may deliver instructions to the Custodian identifying Purchased Securities to be transferred from Buyer’s account to Seller’s account to eliminate the Margin Excess. ”

The following paragraph shall be added as Paragraph 4(g):

“It is understood that, pursuant to the Custodial Undertaking, the Market Value and Margin Value of the Purchased Securities will be determined by the Custodian on each Business Day in accordance with the customary Market Value calculation procedures in accordance with the Custodial Undertaking and the Margin Percentage as set forth in Schedule 1 to the Custodial Undertaking.”

## **6. Income Payments.**

Paragraph 5 is hereby amended by deleting the first and second sentences and replacing them with the following:

“Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Purchased Securities that is not otherwise received by Seller, to the full extent it would be so entitled as if the Purchased Securities had not been sold to Buyer. Buyer shall on the Business Day following the date such Income is paid or distributed, transfer to or credit to the account of Seller such Income with respect to any Purchased Securities.”

## **7. Security Interest.**

Paragraph 6 is hereby amended by deleting the entire paragraph and replacing it with:

“Although the parties intend that the Transaction hereunder be a sale and purchase and not a loan, in the event the Transaction is deemed to be a loan, this Agreement shall be deemed to be a security agreement and the Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under the Transaction, and shall be deemed to have granted to Buyer a continuing security interest in, all of the Seller's right title and interest, whether now owned or hereafter acquired or arising, in (i) all Purchased Securities, (ii) all Income with respect thereto, (iii) any securities account to which Purchased Securities are credited, and (iv) proceeds of the foregoing, which security interest will remain in full force and effect until the irrevocable and indefeasible



payment and performance in full of the ultimate balance of the obligations of Seller under the Agreement, regardless of any intermediate payment or discharge in whole or in part.

Notwithstanding the foregoing or anything else herein to the contrary, for all U.S. federal income tax purposes, state and local income and franchise taxes and any other taxes imposed upon, measured by, or based upon gross or net income, Buyer and Seller agree to (i) to treat the Trust as a grantor trust under subpart E, part I of subchapter J of the Internal Revenue Code; (ii) to treat each Certificateholder as holding an undivided beneficial ownership interest in the assets of the Trust; (iii) to treat the Repurchase Agreement as a secured loan of cash from the Trust to the Seller; (iv) to treat the Purchased Securities as collateral pledged by the Seller to secure such loan and (v) to treat income on the Purchased Securities as income of the Seller or of any party for whom the Seller may be acting, including customers.

#### **8. Segregation of Purchased Securities.**

Paragraph 8 is hereby amended by deleting the third sentence and adding the following:

“All of Seller’s interest in the Purchased Securities including all payments on collections in respect of the Purchased Securities after the date hereof shall pass to Buyer on the Purchase Date, but Buyer and Seller agree that (i) so long as no Event of Default has occurred and is continuing, (x) Buyer shall remit all payments on collections in respect of Purchased Securities to Seller and (y) Seller shall be entitled to exercise rights, powers, options and remedies with respect to Purchased Securities and (ii) Buyer shall not engage in repurchase transactions with the Purchased Securities or otherwise sell, transfer, pledge or hypothecate the Purchased Securities other than to Seller.”

#### **9. Substitution.**

Paragraph 9(a) is hereby amended by deleting the words “, subject to agreement with and acceptance by Buyer,” in the first sentence and adding the following at the end of the first sentence:

“provided, that such substituted Securities shall have an aggregate Margin Value such that the aggregate Margin Value of such substituted Securities, together with all other Purchased Securities, shall at least equal the Required Margin Amount.”

Buyer and Seller agree that Paragraph 9(b) shall be inapplicable.

#### **10. Representations.**

In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, each party hereby makes the following representations and warranties in connection with this Agreement and the Transaction hereunder, which shall continue during the term of the Transaction:

(a) It has not relied on the other for any tax or accounting advice concerning this Agreement and that it has made its own determination as to the tax and accounting treatment of the Transaction and any dividends, remuneration or other funds received hereunder.

(b) It is not relying on any advice (whether written or oral) of the other party, other than the representations expressly set out in the Agreement.

(c) It has made and will make its own decisions regarding the entering into of the Transaction based upon its own judgment and upon advice from such professional advisers as it has deemed it necessary to consult.

(d) It understands the terms, conditions and risks of the Transaction and is willing to assume (financial and otherwise) those risks.

(e) Absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for the Transaction:

(i) Non-Reliance. In the case of Seller, it is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. In the case of Buyer, it has been directed to enter into that Transaction by the Certificateholders pursuant to the Trust Agreement. Neither Seller nor Buyer is relying on any communication (written or oral) of the other party as investment advice or a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(ii) Assessment and Understanding. In the case of Seller, it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction. With respect to Buyer, it has been directed to enter into the Transaction for the benefit of the Certificateholders pursuant to the Trust Agreement.

(iii) Status of Parties.

(1) In the case of Seller, the other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(2) In the case of the Buyer, it has been directed to enter into the Transaction for the benefit of the Certificateholders pursuant to the Trust Agreement.

(f) In the case of Buyer, on each day the Transaction is outstanding, the assets that are used in connection with the execution, delivery and performance of this Agreement and the Transaction entered into pursuant hereto are not the assets of an employee benefit or other plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), a plan described in Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), an entity whose underlying assets include “plan assets” by reason of Department of Labor regulation Section 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise, or a governmental plan that is subject to any federal, state, or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.”

## **11. Events of Default.**

Buyer and Seller agree that:

Paragraph 11(iii) shall be amended by the addition of the following words immediately following the words “Paragraph 4 hereof”:

“or Seller fails to pay, when and where due, any Price Differential in accordance with the terms of the Confirmation and has not cured such failure within four Business Days.”

In addition to the Events of Default set forth in Paragraph 11 of the Agreement, each of the following events shall be an additional “Event of Default” under the Agreement:

Seller shall have failed to effect a substitution on or before the tenth Business Day after Seller is notified by the Custodian that the 20% limitation referred to in Paragraph 3(d) was violated.

The following paragraph shall be added as Paragraph 11(j):

“The non-defaulting party shall give notice as promptly as practicable to the Custodian of the exercise of its option to accelerate the Transaction hereunder pursuant to this Paragraph 11.”

## **12. Notices and Other Communications.**

Paragraph 13 is hereby amended by adding the following after the words “party to the other” in the first sentence of the paragraph:

“(and shall also be given to the Custodian in the case of notices, statements, demands or other communications given to Buyer)”

## **13. Use of Employee Plan Assets.**

Buyer and Seller agree that Paragraph 18 is not applicable to the Purchased Securities under this Agreement.

## **14. Amendment.**

The following paragraph shall be added as Paragraph 21:

### **“21. Amendment.**

No amendment to this Agreement shall be effective unless the Buyer obtains an Opinion of Counsel (as defined in the Trust Agreement) stating to the effect that such an amendment (i) would not adversely affect in any material respect the status of the Trust as a grantor trust or cause the Trust to be treated as a publicly traded partnership taxable as a corporation for federal income tax purposes and (ii) would not cause the single loan of money by Buyer to Seller secured by the Purchased Securities and the proceeds thereof as contemplated in Paragraph 6 hereof to have been deemed exchanged for a new debt instrument pursuant to Treasury Regulation § 1.1001-3.”

## **15. Miscellaneous.**

The following paragraph shall be added as Paragraph 22:

### **“22. Miscellaneous.**

(a) **Trustee Capacity.** Notwithstanding any other provision herein or elsewhere, this Agreement has been executed and delivered by U.S. Bank Trust National Association, not in its individual capacity, but solely as trustee of TIERS® Funding Trust, Series 2022-1.

The parties hereto acknowledge that (i) the Custodian may take all such actions contemplated or required to be taken by the Buyer in connection with this Agreement pursuant to the terms of the Custodial Undertaking, and (ii) in no event shall the Trustee (as defined in the Trust Agreement) have

any personal liability for any action taken or omitted to be taken by the Custodian under or in connection with this Agreement or otherwise.

(b) Consent to Recording. Each party hereto consents to the recording, at any time and from time to time, by the other party of telephone communications between trading and marketing personnel of the parties in connection with this Agreement, waives any further notice of such recording, and agrees to notify its relevant trading and marketing personnel of such recording and obtain any necessary consent.

(c) Counterparts: This Agreement and any Confirmation under it (and in each case any amendment, modification and waiver in respect thereof) may be executed and delivered in counterparts (including facsimile transmission), each of which shall be deemed an original.”

#### **16. No-Petition Covenant.**

The following paragraph shall be added as Paragraph 23:

##### **“23. Limited Recourse and No-Petition Covenant.**

Notwithstanding any prior termination of this Agreement, the Seller shall not, prior to the date which is one year and one day after the termination of this Agreement, acquiesce, petition or otherwise invoke or cause the Trust to invoke the process of any court or governmental authority for the purpose of commencing or sustaining a case against the Trust under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Trust of any substantial part of its property, or making a general assignment for the benefit of creditors, or ordering the winding up or liquidation of the affairs of the Trust.

Seller agrees that its recourse against the Trust in respect of the Agreement is strictly limited to the Purchased Securities and the trust assets of the Trust and, notwithstanding anything to the contrary, Seller shall not otherwise be entitled to take any further steps against the Trust or any action against the Trustee to recover any sums due but still unpaid in respect of the Agreement, and all claims in respect of such sums due but still unpaid shall be extinguished.”

#### **17. Submission to Jurisdiction and Waiver of Immunity.**

The following paragraph shall be added as Paragraph 24:

##### **“24. Submission to Jurisdiction and Waiver of Immunity.**

Each party irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or the Transaction under the Agreement and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court 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, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under the Agreement or relating in any way to the Agreement or the Transaction under the Agreement.

Each party hereto hereby irrevocably waives all right to trial by jury in any action or proceeding arising out of or relating to this Agreement or the Transaction hereunder.”

#### **18. Withholding Tax.**

The following paragraph shall be added as Paragraph 25:

##### **“25. Withholding Tax.**

If any withholding tax is imposed on payments from Seller to Buyer hereunder, such tax shall reduce the amount otherwise payable to Buyer. Seller is hereby authorized and directed to retain from amounts otherwise payable to Buyer sufficient funds for the payment of any tax that is legally owed by Seller (but such authorization shall not prevent Seller from contesting any such tax in appropriate proceedings and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings), or that Seller may otherwise determine it is obligated to withhold under applicable law or regulation. The amount of any withholding tax imposed with respect to Buyer shall be treated as cash paid to Buyer at the time it is withheld by Seller and remitted to the appropriate taxing authority. If there is a possibility that withholding tax is payable with respect to a payment, Seller may in its sole discretion withhold such amounts in accordance with this Paragraph 25. Buyer may, at the direction and expense of the Certificateholders (who shall specify any steps to be taken), apply for a refund of any such withholding tax; Seller shall reasonably cooperate with Buyer in making such claim so long as Buyer agrees to reimburse Seller for any out-of-pocket expenses incurred, which expenses shall be paid by the Certificateholders.

Buyer shall provide Seller with an executed IRS Form W-8IMY and attached withholding statement or other IRS form, as applicable, and shall promptly provide an updated IRS form if it or the Trustee (as defined in the Trust Agreement) has actual knowledge that the information on any such form (including any withholding statement) ceases to be accurate.”

#### **19. U.S. QFC Mandatory Contractual Requirements**

The following paragraph shall be added as Paragraph 26:

##### **“26. U.S. QFC Mandatory Contractual Requirements.**

(a) Recognition of U.S. Special Resolution Regimes. (i) In the event Seller becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of any Relevant Agreement (and any interest and obligation in or under, and any property securing, such Relevant Agreement) from Seller will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if such Relevant Agreement (and any interest and obligation in or under, and any property securing, such Relevant Agreement) were governed by the laws of the United States or a State of the United States.

(ii) In the event Seller or any Covered Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights with respect to any Relevant Agreement that may be exercised against Seller are permitted to be exercised to no greater extent than such Default Rights

could be exercised under the U.S. Special Resolution Regime if such Relevant Agreement were governed by the laws of the United States or a State of the United States.

(b) Limitation on Exercise of Certain Default Rights Related to a Covered Affiliate's Entry Into Insolvency Proceedings. Notwithstanding anything to the contrary in any Relevant Agreement or any other agreement, the parties hereto expressly acknowledge and agree that, subject to Section (c) of this Paragraph 26, Buyer shall not be permitted to exercise any Default Right with respect to any Relevant Agreement that is related, directly or indirectly, to a Covered Affiliate becoming subject to an Insolvency Proceeding.

(c) General Creditor Protections. Nothing in Section (b) of this Paragraph 26 shall restrict the exercise by Buyer of any Default Right against Seller with respect to a Relevant Agreement that arises as a result of:

(i) Seller becoming subject to an Insolvency Proceeding; or

(ii) Seller not satisfying a payment or delivery obligation pursuant to (A) such Relevant Agreement, or (B) another contract between Seller and Buyer that gives rise to a Default Right under such Relevant Agreement.

(d) Burden of Proof. After a Covered Affiliate has become subject to an Insolvency Proceeding, if Buyer seeks to exercise any Default Right with respect to any Relevant Agreement, Buyer shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder or thereunder.

(e) Applicability of Section (a). The requirements of Section (a) of this Paragraph 26 apply notwithstanding Sections (b) and (c).

(f) General Conditions.

(i) Effective Date. The provisions set forth in this Paragraph 26 will come into effect on the later of the Applicable Compliance Date and the date of this Agreement.

(ii) Incorporation by Reference of U.S. Protocol or Bilateral Agreement. If, prior to the date of this Agreement, both parties hereto have adhered to the ISDA U.S. Protocol, the terms of the ISDA U.S. Protocol shall be incorporated into and form a part of this Agreement and shall replace the terms of this Paragraph 26. For purposes of incorporating the ISDA U.S. Protocol, each party shall be deemed to have the same status as Regulated Entity and/or Adhering Sellers applicable to it under the Protocol, and this Agreement shall be deemed to be a Protocol Covered Agreement. If, prior to the date of this Agreement, both parties hereto have executed a bilateral agreement the effect of which is to amend one or more QFCs between them in a manner consistent with the QFC Stay Rules (the "**Bilateral Agreement**"), the terms of the Bilateral Agreement shall be incorporated into and form a part of this Agreement and shall replace the terms of this Paragraph 26. For purposes of incorporating the Bilateral Agreement, each party shall be deemed to have the status of "Covered Entity" or "Counterparty Entity" (or other similar term) as applicable to it under the Bilateral Agreement, and this Agreement shall be deemed to be a Covered Agreement.

(iii) Subsequent Adherence to the U.S. Protocol. If, after the date of this Agreement, both parties hereto shall have become adhering parties to the ISDA U.S. Protocol, the terms of the ISDA U.S. Protocol will supersede and replace this Paragraph 26.

(g) Definitions. For the purposes of this Paragraph 26, the following definitions apply:

“*Applicable Compliance Date*” shall be determined as follows: (i) if Buyer is itself subject to the requirements of the QFC Stay Rules, January 1, 2019; (ii) if Buyer is a Financial Counterparty (other than a Small Financial Institution) that is not itself subject to the requirements of the QFC Stay Rules, July 1, 2019; and (iii) if Buyer is not described in clause (i) or (ii) above, January 1, 2020.

“*BHC Affiliate*” has the same meaning as the term “affiliate” as defined in, and shall be interpreted in accordance with, 12 U.S.C. 1841(k).

“*Buyer Affiliate*” means a Consolidated Affiliate of Buyer.

“*Consolidated Affiliate*” has the same meaning specified in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

“*Covered Affiliate*” means a BHC Affiliate of Seller.

“*Credit Enhancement*” means, with respect to any Relevant Agreement, any credit enhancement or other credit support arrangement in support of the obligations of Seller or Buyer hereunder or thereunder or with respect hereto or thereto, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin, reimbursement obligation or any similar arrangement.

“*Default Right*” means, with respect to any Relevant Agreement, any:

(i) right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement, or document, and rights afforded by statute, civil code, regulation, and common law), to liquidate, terminate, cancel, rescind, or accelerate such agreement or transactions thereunder, set off or net amounts owing in respect thereto (except rights related to same-day payment netting), exercise remedies in respect of collateral or other credit support or property related thereto (including the purchase and sale of property), demand payment or delivery thereunder or in respect thereof (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure), suspend, delay, or defer payment or performance thereunder, or modify the obligations of a party thereunder, or any similar rights; and

(ii) right or contractual provision that alters the amount of collateral or margin that must be provided with respect to an exposure thereunder, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral, or any similar amount, that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian or that modifies a transferee’s right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure; but

(iii) solely with respect to Section (b) of this Paragraph 26, does not include any right under a contract that allows a party to terminate the contract on demand or at its option at a specified time, or from time to time, without the need to show cause.

“*Financial Counterparty*” has the meaning given to such term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar

proceeding.

“*ISDA U.S. Protocol*” means the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018.

“*QFC*” has the meaning assigned to the term “qualified financial contract” as defined in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“*QFC Stay Rules*” means the regulations codified at 12 C.F.R. 252.2, 252.81–8 (the “Federal Reserve Rule”), 12 C.F.R. 382.1-7 (the “FDIC Rule”) and 12 C.F.R. 47.1-8 (the “OCC Rule”). All references herein to the specific provisions of the Federal Reserve Rule, the FDIC Rule and the OCC Rule shall be construed, with respect to the Seller, to the particular QFC Stay Rule(s) applicable to it.

“*Relevant Agreement*” means this Agreement and all QFCs entered into under or pursuant to this Agreement together with all related Credit Enhancements between Seller and Buyer.

“*Small Financial Institution*” has the meaning given to such term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

“*State*” means any state, commonwealth, territory, or possession of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, or the United States Virgin Islands.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.”

## **20. Revenue Sharing.**

The following paragraph shall be added as Paragraph 27:

### **“27. Revenue Sharing**

In connection with the transactions and services contemplated under this Agreement, certain affiliates may provide product and sales services (“Services”), collectively with the services provided by Seller, to Buyer. Each such affiliate provides such Services on its own behalf. Notwithstanding the foregoing, Citigroup Global Markets Inc. and certain of its affiliates have previously agreed to share revenue in respect of any transaction or service contemplated under this Agreement based on their respective contributions to such transaction or Service. Accordingly, a portion of the revenue received by Seller from Buyer under any transaction or Service contemplated by this Agreement is allocable to such affiliate(s) and is received by us on behalf of such affiliate(s). For a list of affiliates providing Services in specific countries, please see <https://www.citibank.com/icg/docs/Affiliates.pdf>.”

## **21. Service of Process**

The following paragraph shall be added as Paragraph 28:

### **“28. Service of Process.**

Each party irrevocably appoints the process agent identified in Annex II, to receive for it and on its behalf, service of process in any suit, action or proceeding brought to enforce its obligations under this Agreement or relating in any way to this Agreement or any Transaction under this Agreement.



If for any reason any party's process agent is unable to act as such, such party will as promptly as reasonable notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law."

**22. Other Applicable Annexes.**

In addition to this Annex I and Annex II, any Annexes, Schedules thereto and Confirmations shall form a part of this Agreement and shall be applicable thereunder.

**23. Confirmations.**

Confirmations in accordance with Paragraph 3(b) are in all cases to be furnished by Citigroup Global Markets Inc. promptly after a Transaction is entered into.

**IN WITNESS WHEREOF** the parties have executed this Annex on the respective dates specified below with effect from the date specified on the first page of this Annex.

**CITIGROUP GLOBAL MARKETS INC.**

**U.S. BANK TRUST NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY  
AS TRUSTEE OF THE TIERS® FUNDING TRUST,  
SERIES 2022-1**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## ANNEX II

### Addresses for Notices

#### SELLER:

Citigroup Global Markets Inc.  
388 Greenwich Street, 6th Floor  
New York, New York 10013  
Phone: (212) 723-7124  
Fax: (646) 291-1557  
Email: cgmisecured@citi.com  
Attention: Adam Bentch

with a copy to:

Citigroup Global Markets Inc.  
388 Greenwich Street, 5th Floor  
New York, New York 10013  
Phone: (212) 723-6188  
Attention: Leo Murray, Raghuveera Chalasani

Citigroup Global Markets Inc.  
388 Greenwich Street, 17th Floor  
New York, New York 10013  
Attention: Youjung Park

#### BUYER:

U.S. Bank Trust National Association  
100 Wall Street 16th Floor  
New York, NY 10005  
Attention: Structured Derivatives, Corporate Trust Services

with a copy to:

U.S. Bank Trust National Association  
One Federal Street  
Boston, Massachusetts 020110  
Phone: (617) 603-6495  
Fax: (866) 733-7893  
Attention: Structured Derivatives, Corporate Trust Services

## Confirmation of Trade Terms

Seller:	Citigroup Global Markets Inc.
Buyer	U.S. Bank Trust National Association, not in its individual capacity, but solely as trustee of TIERS® Funding Trust, Series 2022-1.
Purchased Securities:	Any securities of the type listed in Schedule I to the Custodial Undertaking subject to the requirements set forth in Paragraph 3(d) of the Master Repurchase Agreement (the “Agreement”), as amended by Annex I to the Agreement.
Purchase Price:	\$300,000,000.
Purchase Date:	June 22, 2022.
Calculation Agent:	Citigroup Global Markets Inc.
Pricing Rate:	The greater of (x) the Benchmark plus 0.90% and (y) zero.
Benchmark:	Initially, Compounded SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.
Compounded SOFR:	A rate of return of a daily compounded interest investment calculated in accordance with the formula below, with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (0.00000005 being rounded upwards):

$$\left[ \prod_{i=1}^{do} \left( 1 + \frac{SOFR_i \times ni}{360} \right) - 1 \right] \times \frac{360}{d}$$

where

“do”, for any interest period, is the number of U.S. Government Securities Business Days in the relevant interest period.

“i” is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant interest period.

“SOFR<sub>i</sub>”, for any day “i” in the relevant interest period, is a reference rate equal to SOFR in respect of that day.

“ $n_i$ ”, for any day “ $i$ ” in the relevant interest period, is the number of calendar days from, and including, such U.S. Government Securities Business Day “ $i$ ” to, but excluding, the following U.S. Government Securities Business Day.

“ $d$ ” is the number of calendar days in the relevant interest period.

**SOFR:** With respect to any day, the rate determined by the Seller (or one of its Affiliates) in accordance with the following provisions:

(1) the Secured Overnight Financing Rate for trades made on such day that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve’s Website on the U.S. Government Securities Business Day immediately following such day (“SOFR Determination Time”); or

(2) if the rate specified in (1) above does not so appear, unless a Benchmark Transition Event and its related Benchmark Replacement Date have occurred as described in (3) below, the Secured Overnight Financing Rate published on the NY Federal Reserve’s Website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve’s Website; or

(3) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the relevant interest period end date, the Seller will use the Benchmark Replacement to determine the rate and for all other purposes relating to this Agreement.

**Price Differential:** The aggregate amount obtained by daily application of the Pricing Rate to the related Purchase Price on an Actual/360 basis (i.e., multiply such amount by a fraction equal to the actual number of days in the related Price Differential Accrual Period divided by 360). For the avoidance of doubt the Price Differential due from Seller shall be paid to Buyer on each Price Differential Payment Date in accordance with the terms of this Confirmation.

**Calculation of Price Differential:** The Calculation Agent shall calculate the Pricing Rate and the Price Differential with respect to each Price Differential Payment Date, and will communicate such rate and amount to the Buyer no later than 9:00 a.m. (New York City time) on such Price Differential Payment Date.

**Payment of Price Differential:** On each Price Differential Payment Date Seller agrees to pay to Buyer an amount equal to the Price Differential.

Buyer and Seller hereby instruct the Custodian to pay the Price Differential payable on each Price Differential Payment Date to the following account:

US BANK NA  
ABA: 091000022  
BEN: US BANK TRUST NA  
A/C: 173103322058  
REF: 225087-700  
ACCOUNT NAME: TIERS Funding Trust, Series 2022-1  
ATTN: Emmanuel Jean

Notwithstanding the foregoing or any other provision of this Agreement, any Price Differential accrued and unpaid shall become due and payable immediately by the Seller upon the occurrence of an Event of Default where the defaulting party is the Seller.

- Price Differential  
Accrual Period: (i) with respect to the first Price Differential Payment Date, the period from and including the Purchase Date to but excluding the first Price Differential Calculation Date and (ii) with respect to each Price Differential Payment Date thereafter, the period from and including the preceding Price Differential Calculation Date to but excluding such current Price Differential Calculation Date.
- Price Differential  
Calculation Dates: March 22, June 22, September 22 and December 22 of each year beginning on September 22, 2022, or if any such date is not a Business Day, the next succeeding Business Day.
- Price Differential  
Payment Dates: Each day that is one Business Day following a Price Differential Calculation Date, with the final payment being made on the Repurchase Date.
- Repurchase Date: The Price Differential Payment Date in June 2024, subject to the terms of the "Maturity Extension".
- Maturity Extension: On any Business Day on or before June 21, 2023 the Seller may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2025; provided that (i) the Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the Certificateholders consent to such an extension by delivery of a written notice to the Buyer, Seller and Custodian (such extension a "Maturity Extension"). A form of Maturity Extension consent is included as Exhibit A.

In the event that a Maturity Extension has been completed such that the Repurchase Date has been extended to the Price Differential Payment Date in June 2025, on any Business Day on or before June 19, 2024, the Seller may extend the Repurchase Date to the date that would be the Price Differential Payment Date in June 2026; provided that (i) the Certificates have on the extension date, and have continued to have since the Purchase Date, only one beneficial owner and (ii) 100% of the

Certificateholders consent to such an extension by delivery of written notice to the Buyer, Seller and Custodian. A form of Maturity Extension consent is included as Exhibit A.

For the avoidance of doubt, if a request for a Maturity Extension is rejected by the Certificateholders, the Seller may make additional requests for a Maturity Extension prior to the Repurchase Date.

Repurchase Price: \$300,000,000.

#### ADDITIONAL DEFINITIONS, TERMS AND MODIFICATIONS:

##### **Benchmark Transition and Related Definitions**

If the Seller (or one of its Affiliates) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to this Agreement in respect of such determination on such date and all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Seller (or one of its Affiliates) will have the right to make Benchmark Replacement Conforming Changes from time to time.

Any determination, decision or election that may be made by the Seller (or one of its Affiliates) pursuant to the benchmark transition provisions described herein, including any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Seller's (or such Affiliate's) sole discretion, and, notwithstanding anything to the contrary in the documentation relating to this Agreement, shall become effective without consent from the Buyer, the Certificateholders or any other party.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Seller (or one of its Affiliates) as of the Benchmark Replacement Date:

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected by the Seller (or one of its Affiliates) as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-

current Benchmark for U.S. dollar-denominated repurchase facilities at such time and (b) the Benchmark Replacement Adjustment.

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Seller (or one of its Affiliates) as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Seller (or one of its Affiliates) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated repurchase facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of price differential period, timing and frequency of determining pricing rates and making payments of price differential, rounding of amounts or tenors, and other administrative matters) that the Seller (or one of its Affiliates) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Seller (or such Affiliate) decides that adoption of any portion of such market practice is not administratively feasible or if the Seller (or such Affiliate) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Seller (or such Affiliate) determines is reasonably necessary).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.



“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“NY Federal Reserve” means the Federal Reserve Bank of New York.

“NY Federal Reserve’s Website” means the website of the NY Federal Reserve currently at <http://www.newyorkfed.org>, or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR.

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Determination Time and (2) if the Benchmark is not Compounded SOFR, the time determined by the Seller (or one of its Affiliates) in accordance with the Benchmark Replacement Conforming Changes.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NY Federal Reserve, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NY Federal Reserve or any successor thereto.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

## **Tax Treatment**

In connection with this Agreement and the Custodial Undertaking, notwithstanding anything else herein or therein to the contrary, for all U.S. federal income tax purposes, state and local income and franchise taxes and any other taxes imposed upon, measured by, or based upon gross or net income, Buyer and Seller agree (i) to treat TIERS® Funding Trust, Series 2022-1 as a grantor trust under subpart E, part I of subchapter J of the Internal Revenue Code; (ii) to treat each holder of TIERS® Funding Trust Certificates, Series 2022-1 as holding an undivided beneficial ownership interest in the assets of TIERS® Funding Trust, Series 2022-1; (iii) to treat the Repurchase Agreement as a secured loan of cash from TIERS® Funding Trust, Series 2022-1 to the Seller; (iv) to treat the Purchased Securities as collateral pledged by the Seller to secure such loan and (v) to treat income on the Purchased Securities as income of the Seller or of any party for whom the Seller may be acting, including customers.

## **Additional Terms**

Neither the Buyer nor the Trustee will be under any obligation (i) to monitor, determine or verify Compounded SOFR or the unavailability or cessation of Compounded SOFR (or other applicable Benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any event or date that would mark the change of Compounded SOFR or any other interest rate benchmark, (ii) to select, determine or designate any alternative reference rate or replacement interest rate benchmark, or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, or (iii) to select, determine or designate any adjustment in an interest rate spread or other modifier to any replacement or successor index, or (iv) to determine whether or what changes are necessary or advisable to the transaction documents, if any, in connection with any of the foregoing.

Neither the Buyer nor the Trustee will be liable for any inability, failure or delay on its part to perform any of its duties under this Agreement as a result of the unavailability of Compounded SOFR (or other applicable Benchmark) and absence of a designated replacement interest rate benchmark, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties.

It is expressly understood and agreed by the parties hereto that (i) this Agreement is executed and delivered by U.S. Bank Trust National Association, not individually or personally, but solely as Trustee of Buyer, in the exercise of the powers and authority conferred and vested in it, (ii) each of the representations, undertakings and agreements made in this Agreement on the part of Buyer

is made and intended not as personal representations, undertakings and agreements by U.S. Bank Trust National Association but is made and intended for the purpose for binding only Buyer, (iii) nothing contained in this Agreement shall be construed as creating any liability on U.S. Bank Trust National Association, individually or personally, to perform any covenant of Buyer either expressed or implied contained in this Agreement, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (iv) U.S. Bank Trust National Association has made no investigation as to the accuracy or completeness of any representation or warranty made by the Buyer under this Agreement, (v) under no circumstances shall U.S. Bank Trust National Association be personally liable for the payment of any indebtedness or expenses of Buyer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Buyer under this Agreement, and (vi) in no event shall U.S. Bank Trust National Association be liable for failure to perform its duties hereunder if such failure is a direct or proximate result of another party's failure to perform its obligations under this Confirmation, the Base Trust Agreement, the Series Supplement, the Repurchase Agreement or any other transaction document.

**IN WITNESS WHEREOF** the parties have executed this Confirmation on the respective dates specified below with effect from the Purchase Date specified on the first page of this Confirmation.

**CITIGROUP GLOBAL MARKETS INC.**

**U.S. BANK TRUST NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY BUT  
SOLELY AS TRUSTEE OF THE TIERS®  
FUNDING TRUST, SERIES 2022-1**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**[FORM OF INVESTOR CONSENT TO MATURITY EXTENSION]**

**TIERS® FUNDING TRUST, SERIES 2022-1**

**[DATE OF NOTICE]**

[●]

[●]

[●]

Citigroup Global Markets Inc.,  
as Seller, Depositor, Initial Purchaser, and Repo Counterparty  
388 Greenwich Street  
New York, NY 10013

U.S. Bank Trust National Association,  
as Trustee for the Trust  
One Federal Street, Third Floor  
Boston, Massachusetts 02110

The Bank of New York Mellon  
as Custodian  
385 Rifle Camp Road, 6<sup>th</sup> Floor  
Woodland Park, New Jersey 07424

Ladies and Gentlemen:

Reference is made to the proposed amended and restated Confirmation of Trade Terms to be dated [●], amending and restating the Confirmation of Trade Terms dated June 22, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmation of Trade Terms”), among Citigroup Global Markets Inc., (the “Depositor”), and U.S. Bank Trust National Association (the “Trustee”). Capitalized terms used and not defined herein have the respective meanings given to them in the Series Supplement dated June 22, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Series Supplement”).

The undersigned, by its signature set forth below:

1. Certifies that it is the beneficial owner of 100% of the Certificates and that it has been the only holder of Certificates since [date of prior extension];
2. Consents to the extension of the maturity of TIERS 2022-1 from [●] to [●], as indicated in the proposed Confirmation of Trade Terms attached hereto as Annex A;

3. Consents to the amendments to the Confirmation of Trade Terms indicated in the proposed Confirmation of Trade Terms attached hereto as Annex A;
4. Represents and warrants that (i) it has the power and authority to deliver this consent and certification and such power has not been granted or assigned to another person or entity, (ii) the signatory executing this consent and certifications herein on behalf of the undersigned is duly authorized to do so, and (ii) the Depositor, the Trustee and the custodian, The Bank of New York Mellon (and their respective counsel) may conclusively rely upon this consent and these certifications; and
5. Directs the Trustee to execute and deliver to the relevant parties the proposed Confirmation of Trade Terms, the related letter to DTC reflecting the change in the maturity date of the Certificates and any other documents necessary to effect the transactions contemplated by the Series Supplement in connection with a maturity extension.

IN WITNESS WHEREOF, this Consent to the Amended Confirmation of Trade Terms is executed as of the date first written above.

\_\_\_\_\_  
(print name of holder or beneficial owner)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Certificates held by Holder:

\$: \_\_\_\_\_  
CUSIP: \_\_\_\_\_

- \* In the case of Certificates in book-entry form held through the Depository Trust Company (“DTC”), the holder or their custodian must provide a screenshot or other documentary evidence of the position.

**ACCEPTED**

**CITIGROUP GLOBAL MARKETS INC.      U.S. BANK TRUST NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY BUT  
SOLELY AS TRUSTEE OF THE TIERS®  
FUNDING TRUST, SERIES 2022-1**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Annex A**

### **Proposed Amended Confirmation of Trade Terms**



## APPENDIX C

### SCHEDULE I TO THE CUSTODIAL UNDERTAKING

#### ELIGIBLE SECURITIES

	Yes/No	Margin
<b><u>U.S. TREASURIES</u></b>		
BILLS	Yes	102%
BONDS	Yes	102%
NOTES	Yes	102%
STRIPS	Yes	102%
SYNTHETIC TREASURIES	Yes	102%
<b><u>AGENCY DEBENTURES</u></b>		
FAMC (Fed Agriculture Mtge Corp)	Yes	103%
FCFAC (Farm Credit Finan. Asst.)	Yes	103%
FFCB (Farm Credit System Banks)	Yes	103%
FmHA (Farmers Home Admin.)	Yes	103%
FHLB (Federal Home Loan Banks)	Yes	103%
FHLMC (Federal Home Loan Mtge)	Yes	103%
FICO (Financing Corporation)	Yes	103%
FLBB (Federal Land Bank Bonds)	Yes	103%
FNMA (Federal Nat'l Mtge Corp)	Yes	103%
REFCO (Resolution Funding Corp)	Yes	103%
SLMA (Student Loan Mtge Corp)	Yes	103%
TVA (Tennessee Valley Authority)	Yes	103%
<i>AGENCY STRUCTURED NOTES</i>	Yes	103%
<b><u>INTERNATIONAL AGENCIES</u></b>		
ADBB (Asian Development Bank)	Yes	105%
AFDB (African Development Bank)	Yes	105%
IADB (Inter-American Dev. Bank)	Yes	105%
IFCO (International Finance Corp)	Yes	105%
NABD (North American Development Bank)	Yes	105%
WLDB (World Bank)	Yes	105%
<b>TRUST RECEIPTS *</b>	Yes	103%
<b>EXCLUDE COUNTERPARTY SECURITIES</b>	Yes	
<b>CASH</b>	Yes	100%

	Yes/No	Margin
<b><u>GNMA</u></b>		
GNMA I/II-SINGLE FAMILY	Yes	103%
GNMA I/II-OTHERS-FIXED RATE	Yes	103%
GNMA I/II OTHERS-ADJUST. RATE	Yes	103%
<b><u>AGENCY MORTGAGE BACKS</u></b>		
PASS THROUGH-FIXED RATE	Yes	103%
PASS THROUGH-ADJUST. RATE	Yes	103%
MBS STRIPS (IO,PO,RECOMB)	Yes	103%
<b><u>AGENCY REMICS/CMOS</u></b>		
<b><i>REMIC TYPES:</i></b>		
RESIDUALS	Yes	103%
INVERSE IO FLOATERS	Yes	103%
IOETTES	Yes	103%
INTEREST ONLY (IO)	Yes	103%
PRINCIPAL ONLY (PO)	Yes	103%
INVERSE FLOATERS	Yes	103%
SUPER FLOATERS	Yes	103%
COMPANION FLOATERS	Yes	103%
SEQUENTIAL AND OTHER FLOATERS	Yes	103%
PAC & OTHER SCHEDULED FLOATERS	Yes	103%
Z BONDS	Yes	103%
COMPANION BONDS	Yes	103%
SEQUENTIAL BONDS	Yes	103%
TAC BONDS	Yes	103%
PAC & OTHER SCHEDULED BONDS	Yes	103%
<b><u>GTC (Government Trust Certificate)</u></b>	Yes	103%
<b><u>SBA (Small Business Administration)</u></b>	Yes	103%
<b><u>SVRN (All Sovereign Debt)</u></b>	Yes	103%
<b><u>MUNICIPAL BOND</u></b>		
MUNICIPAL BONDS (≥BBB-,Baa3,BBB-)	Yes	105%
MUNICIPAL BONDS (≤BB+,Ba1,BB+)	Yes	108%

	Yes/No	Margin
<b><u>PRIVATE LABELS CMOS</u></b>		
≥BBB-,Baa3,BBB-	Yes	105%
≤BB+,Ba1,BB+	Yes	110%
<b><u>ACRS (Agency Credit Risk Security)</u></b>		
≥BBB-,Baa3,BBB-	Yes	105%
≤BB+,Ba1,BB+	Yes	110%
<b><u>ASSET BACKED SECURITIES</u></b>		
ASSET BACKED SECURITIES (≥BBB-,Baa3,BBB-)	Yes	105%
ASSET BACKED SECURITIES (≤BB+,Ba1,BB+)	Yes	112%
<b><u>CORPORATES</u></b>		
CORPORATE BOND (≥BBB-,Baa3,BBB-)	Yes	105%
CORPORATE BOND (≤BB+,Ba1,BB+)	Yes	110%
MEDIUM-TERM NOTE (≥BBB-,Baa3,BBB-)	Yes	105%
MEDIUM-TERM NOTE (≤BB+,Ba1,BB+)	Yes	110%
<b><u>MONEY MARKETS</u></b>		
COMMERCIAL PAPER (≥A1/P1/F1)	No	
COMMERCIAL PAPER (≤A2/P2/F2)	No	
BANKERS ACCEPTANCE	No	
CD	No	
BANK NOTES	No	

\* TRUST RECEIPTS : The eligible types are (1) GNMA Callable, (2) GNMA Remic, (3) GNMA Platinum, (4) FHLMC Multiclass PC, (5) FNMA Guaranteed Mortgage Pass Through Certificates.

(i) Market Value of Purchased Securities of any single issuer in Municipal Bond, Private Label CMOS, ACRS, Asset Backed Securities, and Corporates may not exceed 20% of the Market Value of all Purchased Securities on such day.

(ii) Purchased Securities issued by issuers that have a Country of Incorporation in any country not listed in Exhibit A to Schedule I-A will have a Margin Percentage of 114%.

(iii) Market Value of Purchased Securities that have a Country of Incorporation in any country not listed in Exhibit A to Schedule I-A may not exceed 25% of the Market Value of all Purchased Securities on such day.

(iv) Purchased Securities cannot include securities issued by issues that have a Country of Incorporation in any country listed in Exhibit B to Schedule I-A.

(v) Purchased Securities cannot include securities issued by Seller identified by Ultimate Parent Id: 101214 and Ultimate Parent name: Citigroup Inc.

BUYER ACKNOWLEDGES AND AGREES THAT IF AN ELIGIBLE CLASS OF SECURITIES CONTAINS NEW ISSUES OF SECURITIES, SUCH NEW ISSUES ALSO SHALL BE ELIGIBLE SECURITIES.

Schedule I Annex

The Bank of New York Mellon supports the highest level of the company structure (Bloomberg Ultimate parent) and the lowest level of the company structure (Bloomberg Company ID). Please list which level (if any) you would like to exclude in the schedule of eligible securities.

**TIERS® FUNDING TRUST, SERIES 2022-1 (Buyer)**

Please exclude all securities with the below Ultimate parent details:

**Ultimate Parent id: Not applicable**

**Ultimate Parent name: Not applicable**

**Citigroup Global Markets Inc. (Seller)**

Please exclude all securities with the below Ultimate parent details:

**Ultimate Parent id: 101214**

**Ultimate Parent name: Citigroup Inc.**

**The parties agree that the IDs selected above will be excluded from eligibility.**

Exhibit A to Schedule I

OECD Country List

AUSTRALIA  
AUSTRIA  
BELGIUM  
BERMUDA  
CANADA  
CAYMAN ISLANDS  
CHILE  
COLOMBIA  
COSTA RICA  
CZECH REPUBLIC  
DENMARK  
ESTONIA  
FINLAND  
FRANCE  
GERMANY  
GREECE  
HUNGARY  
ICELAND  
IRELAND  
ISRAEL  
ITALY  
JAPAN  
JERSEY  
KOREA  
LATVIA  
LITHUANIA  
LUXEMBOURG  
MEXICO  
NETHERLANDS  
NEW ZEALAND  
NORWAY  
POLAND  
PORTUGAL  
SLOVAK REPUBLIC  
SLOVENIA  
SPAIN  
SWEDEN  
SWITZERLAND  
TURKEY  
UNITED KINGDOM  
UNITED STATES

Exhibit B to Schedule I

AFGHANISTAN  
ANGOLA  
BELARUS  
BOSNIA  
BURMA  
BURUNDI  
CENTRAL AFRICAN REPUBLIC  
CHAD  
CONGO  
COTE D'IVOIRE (IVORY COAST)  
CUBA  
DEMOCRATIC REPUBLIC OF CONGO  
EGYPT  
ERITREA  
EQUATORIAL GUINEA  
GUINEA  
GUINEA-BISSAU  
HAITI  
IRAN  
IRAQ  
KOSOVO  
LEBANON  
LIBERIA  
LIBYA  
MALI  
MONTENEGRO  
MYANMAR  
MOLDOVA  
NICARAGUA  
NORTH KOREA  
RUSSIA  
SAUDI ARABIA  
SERBIA  
SOMALIA  
SUDAN  
SOUTH SUDAN  
SYRIA  
TUNISIA  
TURKMENISTAN  
UKRAINE  
VENEZUELA  
YEMEN  
ZIMBABWE

## APPENDIX D

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