

Further Details of the Interest Back Program: You will not be able to earn the statement credit if your account is closed, you default under your Card Agreement, you are currently participating in a payment arrangement program, or your account is converted to another Citi product that is not eligible for this program. Once you default, you may not be eligible to continue earning the statement credit based upon your record with us. Statement credit earned through this program will be calculated by multiplying the percentage stated in this program by the sum of the monthly billed interest charges on purchases. Payments that result in a credit balance will not be included in the calculation.

Notice of Change in Terms and Right to Opt Out

Please save this notice for future reference.

The Changes. Your Card Agreement is changing. The changes will be effective November 30, 2009. The changes will be effective whether or not you receive a billing statement.

- The variable APR for purchases is being increased. This purchase APR will equal the U.S. Prime Rate plus 26.74%. As of September 15, 2009, this purchase APR is 29.99%. This APR equals a daily periodic rate of 0.0822%.
- The variable APR for cash advances is being increased. This cash advance APR will equal the U.S. Prime Rate plus 26.74%. As of September 15, 2009 this cash advance APR is 29.99%, which equals a daily periodic rate of 0.0822%.
- The variable APR for default is being increased. This default APR will equal the U.S. Prime Rate plus up to 26.74%. As of September 15, 2009, this default APR is 29.99%. This APR equals a daily periodic rate of 0.0822%.
- The Transaction Fee for Balance Transfers is being increased. This fee will be 5% of the amount of the balance transfer, but not less than \$10. This fee is a **FINANCE CHARGE**. This fee is in addition to any periodic fee that may be imposed with a promotional offer.
- The Transaction Fee for Cash Advances is being increased. This fee will be 5% of the amount of the cash advance, but not less than \$10. This fee is a **FINANCE CHARGE**.

You Have the Right to Opt Out.

You may opt out by calling or writing us by November 29, 2009, unless you become 60 days late.

If you opt out of these changes, you may use your account under the current terms until the end of your current membership year or the expiration date on your card, whichever is later.

At that time, we will close your account, which means you will no longer have access to credit on this account. You can continue to repay the balance under the current terms.

If your card account is closed you will not be able to earn rewards (such as points, miles or cash back) and you will lose any accumulated rewards unless you call us to redeem before your account is closed.

Call us toll-free at 1-866-915-9424. (Please have your account number available.)

or

Write us at Customer Service Center, P.O. Box 6218, Sioux Falls, South Dakota, 57117-6218. Include your name, address and account number on your letter.

----- Information Update -----

We are replacing the "Changes to this Agreement" section of your Card Agreement with the following:

"We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law."