

**Must be Postmarked  
No Later Than  
January 24, 2011**

**Argent v. National City 4.0% Convertible Senior Notes Settlement  
c/o The Garden City Group, Inc.  
PO Box 9665  
Dublin, OH 43017-4965  
1-888-285-1173**

**NCN**



Claim Number:

Control Number:

## **PROOF OF CLAIM FORM AND RELEASE**

**YOU MUST COMPLETE THIS CLAIM FORM BY JANUARY 24, 2011 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.**

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE #</u></b>
<b>PART I - CLAIMANT IDENTIFICATION</b> .....	<b>2</b>
<b>PART II - TRANSACTIONS IN NATIONAL CITY CORPORATION 4.0% CONVERTIBLE SENIOR NOTES DUE 2011</b> ..	<b>3</b>
<b>PART III - RELEASE</b> .....	<b>4</b>
<b>PART IV - SIGNATURE</b> .....	<b>5</b>

IF YOU PURCHASED OR OTHERWISE ACQUIRED NATIONAL CITY CORPORATION ("NATIONAL CITY" OR THE "COMPANY") 4.0% CONVERTIBLE SENIOR NOTES DUE 2011 (THE "NOTES") FROM JANUARY 23, 2008 THROUGH DECEMBER 23, 2008, THEN YOU MAY BE A CLASS MEMBER ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS ("SETTLEMENT CLASS MEMBER") IN ARGENT CLASSIC CONVERTIBLE ARBITRAGE FUND (BERMUDA) LTD. AND ARGENT CLASSIC CONVERTIBLE ARBITRAGE FUND, L.P. V. NATIONAL CITY CORP., ET AL., CASE NO. 1:08-nc-70016-SO, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO (THE "ACTION").

TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS AS A SETTLEMENT CLASS MEMBER, YOU MUST PROVIDE THE INFORMATION REQUESTED IN THIS PROOF OF CLAIM FORM. YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN JANUARY 24, 2011 TO THE ABOVE ADDRESS.

YOUR FAILURE TO SUBMIT YOUR CLAIM BY JANUARY 24, 2011 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND YOU DID NOT TIMELY AND VALIDLY REQUEST EXCLUSION IN CONNECTION WITH THE PROPOSED SETTLEMENT, YOU ARE BOUND BY THE TERMS OF ANY JUDGMENT ENTERED IN THE LITIGATION, INCLUDING THE RELEASES PROVIDED THEREIN, REGARDLESS OF WHETHER YOU SUBMIT A PROOF OF CLAIM.

DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

IN COMPLETING THE SCHEDULES OF TRANSACTIONS REQUESTED IN THIS PROOF OF CLAIM, SEPARATELY LIST EACH PURCHASE OR ACQUISITION AND SALE OF NATIONAL CITY 4.0% CONVERTIBLE SENIOR NOTES DUE 2011, AS APPLICABLE. PHOTOCOPY THE RELEVANT PAGES IF MORE SPACE IS NEEDED. BE SURE TO INCLUDE AND SIGN YOUR NAME AND THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER OR TAX ID NUMBER ON ANY ADDITIONAL SHEETS.

ALL PURCHASES AND SALES OF NATIONAL CITY 4.0% CONVERTIBLE SENIOR NOTES DUE 2011 REQUESTED IN THIS PROOF OF CLAIM MUST BE DOCUMENTED BY BROKERAGE STATEMENTS, CONFIRMATIONS OR SIMILAR DOCUMENTS. PURCHASES OR SALES FOR WHICH NO DOCUMENTATION IS PROVIDED WILL BE DISREGARDED.

FOR FURTHER INFORMATION ON THE PROPOSED SETTLEMENT IN THIS LITIGATION, PLEASE REVIEW THE NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION.

**QUESTIONS? PLEASE CALL 1-888-285-1173 OR VISIT [WWW.NATIONALCITYNOTESSETTLEMENT.COM](http://WWW.NATIONALCITYNOTESSETTLEMENT.COM)**



## PART I - CLAIMANT IDENTIFICATION

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

**Account Number:** (not required)

**Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:**

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

### **Claimant or Representative Contact Information:**

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

**Street Address:**



**City:**

**State and Zip Code:**

**Country (Other than U.S.):**

**Daytime Telephone Number:** (     )     -    

**Evening Telephone Number:** (     )     -    

**Email Address:**

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

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at [www.NationalCityNotesSettlement.com](http://www.NationalCityNotesSettlement.com) or you may e-mail the Claims Administrator at [eClaim@gardencitygroup.com](mailto:eClaim@gardencitygroup.com). Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [eClaim@gardencitygroup.com](mailto:eClaim@gardencitygroup.com) to inquire about your file and confirm it was received and acceptable.

**NOTE:** Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in National City Corporation 4.0% Convertible Senior Notes Due 2011) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.



**PART II - TRANSACTIONS IN NATIONAL CITY CORPORATION 4.0% CONVERTIBLE SENIOR NOTES DUE 2011**

**A. PURCHASES/ACQUISITIONS:** Purchases/Acquisitions of Notes between **January 23, 2008** and **December 23, 2008**. (Must be documented):

Trade Date (List Chronologically) (Month/Day/Year)	Face Amount of Notes Purchased	Purchase Price Per \$1000 Face Amount	Total Purchase Price (excluding commissions, taxes, and fees)
/ /	\$	\$	\$
/ /	\$	\$	\$
/ /	\$	\$	\$
/ /	\$	\$	\$

**B. POST CLASS PERIOD PURCHASES:** State the Face Amount of Notes purchased/acquired during the period **December 24, 2008** through the date of submission of your Proof of Claim. \$

**C. SALES:** Sales of Notes from **January 23, 2008** through the date of submission of your Proof of Claim. (Must be documented):

Trade Date (List Chronologically) (Month/Day/Year)	Face Amount of Notes Sold	Sale Price Per \$1000 Face Amount	Total Sale Price (excluding commissions, taxes, and fees)
/ /	\$	\$	\$
/ /	\$	\$	\$
/ /	\$	\$	\$
/ /	\$	\$	\$

**D.** Face Amount of Notes held as of the date of submission of your Proof of Claim: (If none write 0, if other than zero, must be documented.) \$

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



**PART III - RELEASE**

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

I/We hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge from, and covenant not to sue with respect to, the Released Claims as to each and all of the Released Parties.

“Released Claims” mean any and all claims, debts, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), whether based on United States federal, state or local statutory or common law or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether class, individual or derivative in nature, including both known claims and Unknown Claims (as defined below) against any of the Released Parties (as defined below) (i) that have been asserted in the Action (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any other court, tribunal, proceeding, or forum by the Lead Plaintiff or the Settlement Class Members, or by their heirs, agents, executors, administrators, beneficiaries, predecessors, successors or assigns, or any of them, against any of the Released Parties that arise out of, relate to, or are based in whole or in part on the Registration Statement or Lead Plaintiff’s or the Settlement Class Members’ purchase or acquisition of the Notes; provided, however, that the Released Claims shall not include claims to enforce the Settlement contemplated by the Stipulation.

“Released Parties” mean the Defendants and any and all of their families, parent entities, associates, affiliates, predecessors, successors or subsidiaries and each and all of their respective past or present officers, directors, executives, partners, stockholders, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, auditors, investment bankers, commercial bankers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors, assigns and any other representatives of any of these persons or entities.

“Unknown Claims” mean claims that Lead Plaintiff, for itself and on behalf of the Settlement Class, and Defendants do not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into this release or to object or not object to the Settlement, and the Parties agree that Lead Plaintiff and Defendants shall have waived, and each member of the Settlement Class shall be deemed to waive, and shall waive and relinquish to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, or any other law, that governs or limits a person’s release of unknown claims; further that (i) Lead Plaintiff, for itself and on behalf of the Settlement Class, and Defendants shall be deemed to waive, and shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;**

(ii) Lead Plaintiff, for itself and on behalf of the Settlement Class, and Defendants also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or any other law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code; and (iii) Lead Plaintiff, for itself and on behalf of the Settlement Class, and Defendants acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, as Lead Plaintiff, for itself and on behalf of the Settlement Class, and Defendants to fully, finally and forever settle and release any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

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



**PART IV - SIGNATURE**

**UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM FORM IS TRUE, CORRECT AND COMPLETE.**

**Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign.)**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month/Year) (City) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Date

***If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity of Person Signing (Executor, President, Trustee, etc.)



## REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim Form and Release.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. For an overview of what constitutes adequate supporting documentation please visit [www.gardencitygroup.com/pages/cases/filing-tips.php](http://www.gardencitygroup.com/pages/cases/filing-tips.php).
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim Form and Release and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim Form and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at **1-888-285-1173**.
7. If you move, please send us your new address to:

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8. **Do not use highlighter on the Proof of Claim Form and Release or supporting documentation.**

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JANUARY 24, 2011 AND MUST BE MAILED TO:**

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