CITIGROUP INC. OFFERING CIRCULAR SUPPLEMENT dated 17 January 2017 and CGMHI OFFERING CIRCULAR SUPPLEMENT dated 17 January 2017 and CGMFL OFFERING CIRCULAR SUPPLEMENT dated 17 January 2017

CITIGROUP INC.
(incorporated in Delaware)

and

CITIGROUP GLOBAL MARKETS HOLDINGS INC.
(a corporation duly incorporated and existing under the laws of the state of New York)

and

CITIGROUP GLOBAL MARKETS FUNDING LUXEMBOURG S.C.A.
(incorporated as a corporate partnership limited by shares (société en commandite par actions) under Luxembourg law and registered with the Register of Trade and Companies of Luxembourg under number B 169.199)

each an issuer under the
Citi U.S.$30,000,000,000 Global Medium Term Note Programme

Notes issued by Citigroup Global Markets Holdings Inc. only will be unconditionally and irrevocably guaranteed by
CITIGROUP INC.
(incorporated in Delaware)

Notes issued by Citigroup Global Markets Funding Luxembourg S.C.A only will be unconditionally and irrevocably guaranteed by
CITIGROUP GLOBAL MARKETS LIMITED
(incorporated in England and Wales)

This offering circular supplement (the **Citigroup Inc. Offering Circular Supplement**) constitutes a supplement for the purposes of Part IV of the Luxembourg Act dated 10 July 2005 relating to prospectuses for securities, as amended (the **Prospectus Act 2005**) and is supplemental to, and must be read in conjunction with, the Offering Circular dated 16 December 2016 and the documents incorporated by reference therein (the **Citigroup Inc. Offering Circular**) prepared by Citigroup Inc. with respect to the Citi U.S.$30,000,000,000 Global Medium Term Note Programme (the **Programme**).

This offering circular supplement (the **CGMHI Offering Circular Supplement)** also constitutes a supplement for the purposes of Part IV of the Prospectus Act 2005 and is supplemental to, and must be read in conjunction with, the Offering Circular dated 16 December 2016 and the documents incorporated by reference therein (the **CGMHI Offering Circular**) prepared by Citigroup Global Markets Holdings Inc. (**CGMHI**) and Citigroup Inc. in its capacity as the CGMHI Guarantor with respect to the Programme.

This offering circular supplement (the **CGMFL Offering Circular Supplement**, together with the Citigroup Inc. Offering Circular Supplement and the CGMHI Offering Circular Supplement, the **Supplement**) also constitutes a supplement for the purposes of Part IV of the Prospectus Act 2005 and is supplemental to, and must be read in conjunction with, the Offering Circular dated 16 December 2016 and the documents incorporated by reference therein (the **CGMFL Offering Circular** and, together with the Citigroup Inc. Offering Circular and the CFMHI Offering Circular, the **Offering Circular**) prepared by Citigroup Global Markets Funding Luxemboug S.C.A. (**CGMFL**) and Citigroup Global Markets Limited (the **CGMFL Guarantor**) with respect to the Programme.

Terms defined in the Offering Circular shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement has been approved by the Luxembourg Stock Exchange under Part IV of the Prospectus Act 2005. This Supplement has not been approved by and will not be submitted for approval to the *Commission de surveillance du secteur financier* of Luxembourg.

Citigroup Inc. accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the CGMHI Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below). To the best of the knowledge of Citigroup Inc. (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the CGMHI Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMHI accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below). To the best of the knowledge of CGMHI (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below) is in accordance with the facts and does not omit anything likely to affect the import of such information.

The CGMHI Guarantor accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below). To the best of the knowledge of the CGMHI Guarantor (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMFL Offering Circular*" below) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMFL accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMHI Offering Circular*"). To the best of the knowledge of CGMFL (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMHI Offering Circular*") is in accordance with the facts and does not omit anything likely to affect the import of such information.

The CGMFL Guarantor accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMHI Offering Circular*"). To the best of the knowledge of the CGMFL Guarantor (having taken all reasonable care to ensure that such is the case), the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. Offering Circular*" and "*Information relating to the CGMHI Offering Circular*") is in accordance with the facts and does not omit anything likely to affect the import of such information.

INFORMATION RELATING TO THE CITIGROUP INC. OFFERING CIRCULAR

Overview of the Programme

The Overview of the Programme set out in the Citigroup Inc. Offering Circular shall be amended as set out in Schedule 1 to this Supplement.

Risk Factors

The Risk Factors set out in the Citigroup Inc. Offering Circular shall be amended as set out in Schedule 2 to this Supplement.

General Conditions of the Notes

The General Conditions of the Notes set out in the Citigroup Inc. Offering Circular shall be amended as set out in Schedule 3 to this Supplement.

Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in the Citigroup Inc. Offering Circular shall be amended as set out in Schedule 4 to this Supplement.

General

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Citigroup Inc. Offering Circular (including in the documents incorporated by reference) since its publication.

For so long as the Programme remains in effect or any Notes remain outstanding, copies of the Citigroup Inc. Offering Circular and this Supplement will be obtainable free of charge in electronic form during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the specified office of the Fiscal Agent and each of the other Paying Agents. Copies of the Citigroup Inc. Offering Circular and this Supplement have also been filed with and are available for viewing on the web-site of the Luxembourg Stock Exchange (www.bourse.lu).

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

INFORMATION RELATING TO THE CGMHI OFFERING CIRCULAR

General Conditions of the Notes

The General Conditions of the Notes set out in the CGMHI Offering Circular shall be amended as set out in Schedule 3 to this Supplement.

Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in the CGMHI Offering Circular shall be amended as set out in Schedule 4 to this Supplement.

General

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the CGMHI Offering Circular (including in the documents incorporated by reference) since its publication.

For so long as the Programme remains in effect or any Notes remain outstanding, copies of the CGMHI Offering Circular and this Supplement will be obtainable free of charge in electronic form during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the specified office of the Fiscal Agent and each of the other Paying Agents. Copies of the CGMHI Offering Circular and this Supplement have also been filed with and are available for viewing on the web-site of the Luxembourg Stock Exchange (www.bourse.lu).

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

INFORMATION RELATING TO THE CGMFL OFFERING CIRCULAR

Pro Forma Pricing Supplement

The Pro Forma Pricing Supplement set out in the CGMHI Offering Circular shall be amended as set out in Schedule 4 to this Supplement.

General

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the CGMFL Offering Circular (including in the documents incorporated by reference) since its publication.

For so long as the Programme remains in effect or any Notes remain outstanding, copies of the CGMFL Offering Circular and this Supplement will be obtainable free of charge in electronic form during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the specified office of the Fiscal Agent and each of the other Paying Agents. Copies of the CGMFL Offering Circular and this Supplement have also been filed with and are available for viewing on the web-site of the Luxembourg Stock Exchange (www.bourse.lu).

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

SCHEDULE 1

The Overview of the Programme set out in the Offering Circular on pages 2 to 10 shall be amended as set out below:

1. The following paragraph shall be inserted after the third paragraph in the line item "Redemption":

   "The optional early redemption of any Note issued by Citigroup Inc. that is included in Citigroup Inc.'s capital and total loss absorbing capacity may be subject to consultation with the Federal Reserve of the United States, which may not acquiesce in the early redemption of such Note unless it is satisfied that the capital position and total loss absorbing capacity of Citigroup Inc. will be adequate after the proposed redemption.".

2. The line item "Events of Default" shall be amended as follows:

   (i) the first paragraph shall be amended by the insertion of the words "Subject as provided below, " at the beginning of the first paragraph thereof; and

   (ii) the following shall be inserted after the first paragraph:

   "If so specified in the applicable Pricing Supplement in respect of Notes issued by Citigroup Inc., the Events of Default will be limited to (i) failure to pay principal or interest for 30 days after it is due and (ii) certain events of insolvency or bankruptcy (whether voluntary or not). Where the above is applicable, only those specified Events of Default will provide for a right of acceleration of the Notes and no other event, including a default in the performance of any other covenant of Citigroup Inc., will result in acceleration."

SCHEDULE 2

The risk factors set out in the Offering Circular on pages 11 to 74 shall be amended as set out below:

(A) The risk factor entitled "*Citi Resolution Plan (CSA, etc.) in relation to Notes issued by Citigroup Inc.*" is deleted in its entirety and replaced as follows:

"*Citi Resolution Plan (CSA, etc.) in relation to Notes issued by Citigroup Inc.*

On 15 December 2016, the Federal Reserve issued a final total loss-absorbing capacity (**TLAC**) rule that will require Citigroup Inc. to (i) maintain minimum levels of external TLAC and long-term debt and (ii) adhere to various "clean holding company" requirements. Citigroup Inc. continues to review and consider the implications of the final TLAC rule, including the impact of (w) the amount of its debt securities issued prior to 31 December 2016 that will benefit from the grandfathering provided by the final TLAC rule, (x) the effectiveness date of 1 January 2019 for all aspects of the final TLAC rule, (y) a new anti-evasion provision that authorises the Federal Reserve to exclude from a holding company's outstanding eligible long-term debt any debt having certain features that would, in the Federal Reserve's view, "significantly impair" the debt's ability to absorb losses and (z) the consequences of any breach of the external long-term debt or clean holding company requirements. In response to the final TLAC rule, Citigroup Inc. has amended the Events of Default under the Notes, as required by the final TLAC rule.

Under Title I of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the **Dodd-Frank Act**), Citigroup Inc. has developed a "single point of entry" resolution strategy and plan under the U.S. Bankruptcy Code (the **Resolution Plan**). Under Citigroup Inc.'s Resolution Plan, only Citigroup Inc., the parent bank holding company, would enter into bankruptcy, while Citigroup Inc.'s key operating subsidiaries would remain operational and outside of any resolution or insolvency proceedings. Citigroup Inc. believes its Resolution Plan has been designed to minimize the risk of systemic impact to the U.S. and global financial systems, while maximizing the value of the bankruptcy estate for the benefit of Citigroup Inc.'s creditors. In addition, in line with the Federal Reserve's final TLAC rule, Citigroup Inc. believes it has developed the Resolution Plan so that in the event of a Citigroup Inc. bankruptcy, Citigroup Inc.'s losses and any losses incurred by its subsidiaries would be imposed first on Citigroup Inc.'s shareholders and then on its unsecured creditors, including the holders of the Notes. Further, in a bankruptcy proceeding of Citigroup Inc. any value realised by holders of the Notes may not be sufficient to repay the amounts owed on the Notes.

In response to feedback received from the Federal Reserve Board and the Federal Deposit Insurance Corporation (together, the **Agencies**) on Citigroup Inc.'s 2015 Resolution Plan, Citigroup Inc. currently expects to take the following actions in connection with its 2017 Resolution Plan submission (to be submitted by 1 July 2017):

(i) Citicorp, an existing wholly-owned subsidiary of Citigroup Inc. and current parent company of Citibank, N.A., would be established as an intermediate holding company (an **IHC**) for some or all of Citigroup Inc.'s key operating subsidiaries;

(ii) subject to final approval of the Board of Directors of Citigroup Inc., Citigroup Inc. would execute an inter-affiliate agreement with Citicorp, Citigroup Inc.'s key operating subsidiaries and certain other affiliated entities pursuant to which Citicorp would be required to provide liquidity and capital support to Citigroup Inc.'s key operating subsidiaries in the event Citigroup Inc. were to enter bankruptcy proceedings (the **Citi Support Agreement**);

(iii) pursuant to the Citi Support Agreement:

- upon execution, Citigroup Inc. would make an initial contribution of assets, including certain high-quality liquid assets and inter-affiliate loans (the **Contributable Assets**), to Citicorp, and Citicorp would then become the business as usual funding vehicle for certain of Citigroup Inc.'s key operating subsidiaries;

- Citigroup Inc. would be obligated to continue to transfer Contributable Assets to Citicorp over time, subject to certain amounts retained by Citigroup Inc. to, among other things, meet Citigroup Inc.'s near-term cash needs;

- in the event of a Citigroup Inc. bankruptcy, Citigroup Inc. would be required to contribute most of its remaining assets to Citicorp; and

(iv) the obligations of both Citigroup Inc. and Citicorp under the Citi Support Agreement, as well as the Contributable Assets, would be secured pursuant to a security agreement.

Citigroup Inc. also expects that the Citi Support Agreement will provide two mechanisms, besides Citicorp's issuing of dividends to Citigroup Inc., pursuant to which Citicorp would be required to transfer cash to Citigroup Inc. during business as usual so that Citigroup Inc. can fund its debt service – including payments due on the Notes– as well as other operating needs: (i) one or more funding notes issued by Citicorp to Citigroup Inc.; and (ii) a committed line of credit under which Citicorp may make loans to Citigroup Inc.

In addition to Citigroup Inc.'s required Resolution Plan under Title I of the Dodd-Frank Act, Title II of the Dodd-Frank Act grants the FDIC the authority, under certain circumstances, to resolve systemically important financial institutions, including Citigroup Inc. This resolution authority is commonly referred to as the FDIC's "orderly liquidation authority". Under the FDIC's stated preferred "single point of entry" strategy for such resolution, the bank holding company (Citigroup Inc.) would be placed in receivership; the unsecured long-term debt and shareholders of the parent holding company would bear any losses; and the operating subsidiaries would be recapitalized. The Notes may be fully subordinated to interests held by the U.S. government in the event of a receivership, insolvency, liquidation or similar proceeding with respect to Citigroup Inc., including a proceeding under the "orderly liquidity authority" provisions of the Dodd-Frank Act.

Under the regulations of the Federal Reserve, a bank holding company is expected to act as a source of financial strength for its subsidiary banks. As a result of this regulatory policy, the Federal Reserve might require Citigroup Inc. to commit resources to its subsidiary banks when doing so is not otherwise in the interests of Citigroup Inc. or its shareholders or creditors.".

SCHEDULE 3

The Conditions of the Notes set out in the Offering Circular on pages 225 to 369 shall be amended as follows:

1. by the deletion of the initial italicised paragraph of the General Conditions of the Notes set out on page 225 and the substitution of the following therefor:

   "*Except as indicated below, the following is the text of the terms and conditions of the Notes which will include the general conditions of the Notes together with additional terms and conditions contained in (i) in the case of Security Index Linked Notes only, Underlying Schedule 1, (ii) in the case of Inflation Index Linked Notes only, Underlying Schedule 2, (iii) in the case of Commodity Index Linked Notes only, Underlying Schedule 3, (iv) in the case of Commodity Linked Notes only, Underlying Schedule 4, (v) in the case of Share Linked Notes only, Underlying Schedule 5, (vi) in the case of Depositary Receipt Linked Notes only, Underlying Schedule 6, (vii) in the case of ETF Linked Notes only, Underlying Schedule 7, (viii) in the case of Mutual Fund Linked Notes only, Underlying Schedule 8, (ix) in the case of FX Rate Linked Notes only, Underlying Schedule 9, (x) in the case of Warrant Linked Notes only, Underlying Schedule 10, (xi) in the case of Proprietary Index Linked Notes only, Underlying Schedule 11, (xii) in the case of Dividend Futures Contract Linked Notes only, Underlying Schedule 12, (xiii) in the case of Rate Linked Notes only, Underlying Schedule 13 (each an* ***Underlying Schedule*** *and together the* ***Underlying Schedules****) and (xiv) where specified as applicable in the applicable Pricing Supplement (as defined below), Schedule A (the Underlying Schedules, together with Schedule A and any additional Underlying Schedules or Schedules specified as such in the applicable Pricing Supplement , the* ***Schedules*** *and each a* ***Schedule****). References in the General Conditions (as defined below) to a Condition shall be deemed to be a reference to a Condition of the General Conditions, unless otherwise specified.*";

2. by the deletion and replacement of the first paragraph of Condition 14(a) (*Consolidation or Merger*) of the General Conditions shall be deleted and replaced by the following:

   "The Issuer, the CGMHI Guarantor or the CGMFL Guarantor shall not consolidate with or merge into any other corporation or convey, transfer or lease its properties and assets substantially as an entirety to any Person (as defined below), other than (i) in the case of Notes issued by Citigroup Inc. and in relation to the Issuer or (ii) in the case of Notes issued by CGMHI and in relation to the CGMHI Guarantor only, by way of a conveyance, transfer or lease to one or more of its respective Subsidiaries (as defined below), unless:";

3. the final paragraph of Condition 14(a) (*Consolidation or Merger*) of the General Conditions shall be amended by adding the following at the end of the existing sentence:

   ", and **Subsidiary** means any Person of which a majority of the voting power of the outstanding ownership interests (excluding ownership interests entitled to voting power only by reason of the happening of a contingency) shall at the time be owned, directly or indirectly, by the Issuer, the CGMHI Guarantor, as applicable, and/or one or more relevant Subsidiaries. For this purpose, **voting power** means power to vote in an ordinary election of directors (or, in the case of a Person that is not a corporation, ordinarily to appoint or approve the appointment of Persons holding similar positions)"; and

4. by the insertion of the following as Schedule A to the General Conditions:

   "SCHEDULE A

   The General Conditions of Notes issued by Citigroup Inc. shall be amended as follows where Schedule A is specified to apply to the relevant Notes in the applicable Pricing Supplement:

   1. REDEMPTION AND PURCHASE

   The following shall be inserted at the end of Condition 5 (*Redemption and Purchase*) of the General Conditions as Condition 5(j):

   "(j) Regulatory Approval

   The redemption or repurchase pursuant to Condition 5(b) (*Redemption for Taxation Reasons and Redemption for Illegality*), Condition 5(c) (*Purchases*) or Condition 5(e) (*Redemption at the Option of*

the Issuer) of any Note that is included in Citigroup Inc.'s capital and total loss absorbing capacity may be subject to consultation with the Federal Reserve of the United States, which may not acquiesce in the redemption or repurchase of such Note unless it is satisfied that the capital position and total loss absorbing capacity of Citigroup Inc. will be adequate after the proposed redemption or repurchase.".

2. EVENTS OF DEFAULT

The definition of "Event of Default" set out in Condition 9 (*Events of Default*) of the General Conditions shall be deleted and replaced by the following:

"**Event of Default** wherever used herein with respect to the Notes means any one of the following events:

(i) default in the payment of any interest upon any Note or the principal of any Note when it becomes due and payable, and continuance of such default for a period of 30 days; or

(ii) the entry of a decree or order for relief in respect of the Issuer by a court having jurisdiction in the premises in an involuntary case under the United States Federal bankruptcy laws, as now or hereafter constituted, or any other applicable United States Federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Issuer or of the whole or substantially the whole of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(iii) the commencement by the Issuer of a voluntary case under the United States Federal bankruptcy laws, as now or hereafter constituted, or any other applicable United States Federal or State bankruptcy, insolvency or other similar law, or the consent by it to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Issuer or of the whole or substantially the whole of its property, or the making by the Issuer of an assignment for the benefit of its creditors generally.".

For the avoidance of doubt, only the Events of Default described above provide for a right of acceleration of the Notes. No other event, including a default in the performance of any other covenant of the Issuer, will result in acceleration.

SCHEDULE 4

The Pro Forma Pricing Supplement set out in the Offering Circular on pages 370 to 402 shall be amended as set out below:

1. The following additional line item is inserted at the end of line item 40 (*Other terms and conditions:*) of Part A after the paragraph beginning "[The Issuer shall, subject to …":

"[-	Schedule A (*Redemption and Purchase and Events of Default*):	[Applicable/Not Applicable] (*Specify Applicable only where the Notes are issued by Citigroup Inc. and the Notes are intended to be TLAC eligible. Delete this sub-paragraph for Notes issued by CGMHI or CGMFL*)

2. Item 8 (*United States Tax Considerations*) of Part B are deleted and the following paragraphs substituted therefor:

"**8. UNITED STATES TAX CONSIDERATIONS**

[For U.S. federal income tax purposes, the Issuer intends to treat the Notes as [debt/fixed-rate debt/fixed-rate debt issued with OID/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [ ]% compounded [semi-annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [ ]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [ ] at [ ]]/variable rate debt instruments/variable rate debt instruments issued with OID/foreign currency Notes/foreign currency Notes issued with OID/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Notes will be [ ]% compounded [semi annually/quarterly/monthly], and the projected payment schedule with respect to a Note consists of the following payments: [ ]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [ ] at [ ]]/short-term Notes/prepaid forward contracts or options/prepaid forward contracts or options with associated periodic payments/a put and a deposit, for which purposes, the Issuer will treat [ ]% of each coupon on a Note as interest on the deposit and [ ]% as put premium/[*specify other*]]. [The Notes are Non-U.S. Notes].

[The Issuer has determined that the Notes are Specified Notes based on either the "delta" test or the "substantial equivalence" test, as indicated in the table below. Please see the table below for additional information with respect to Section 871(m), including information necessary to calculate the amounts of dividend equivalents for the Notes.]/[The Issuer has determined that the Notes are Specified Notes because (i) the Issue Date for the Notes is in 2017 and (ii) the Notes are "delta-one" within the meaning of Internal Revenue Service Notice 2016-76.]/[The Issuer has determined that the Underlying(s) consist solely of one or more Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified Notes.]/[The Issuer has determined that the Notes are not Specified Notes based on either the "delta" test or the "substantial equivalence" test, as indicated in the table below.]/[The Issuer has determined that the Notes are not Specified Notes because (i) the Issue Date for the Notes is in 2017 and (ii) the Notes are not "delta-one" within the meaning of Internal Revenue Service Notice 2016-76.]/[The Issuer has determined that the Notes are not Specified Notes for the purpose of Section 871(m).]/[The Issuer has determined that the Underlying(s) for the Notes consist solely of one or more indices whose sole U.S. equity components are Qualified Indices and/or Qualified Index Securities and, therefore, that the Notes are not Specified Notes.]

[Include below table if (i) the Notes are Specified Notes, or (ii) the Notes are not Specified Notes based on either the "delta" test or the "substantial equivalence" test.

Underlying(s)	***U.S. Underlying Equities (Y/N)***	***Qualified Index/Qualified Index Security (Y/N)***	***Simple Contract (Y/N)***	***Delta (if Simple Contract)***	***Substantial Equivalence Test (if not a Simple Contract)***	***Number of Shares Multiplied by Delta (if Simple Contract)***	***Initial Hedge (if applicable)"***