

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES PURSUANT TO
SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934

Merrill Lynch & Co., Inc.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware

13-2740599

(STATE OF INCORPORATION OR
ORGANIZATION)

(IRS employer identification no.)

World Financial Center
North Tower

10281

(ZIP CODE)

250 Vesey Street
New York, New York

(Address of principal executive offices)

SECURITIES TO BE REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:

TITLE OF EACH CLASS TO BE SO REGISTERED	NAME OF EACH EXCHANGE ON WHICH EACH CLASS IS TO BE REGISTERED
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Medium-Term Notes, Series B, 3% Stock Linked Notes due June , 2000 (Linked to the performance of Honda Motor Co., Ltd. Common Stock)	American Stock Exchange
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If this form relates to the registration of a class of securities pursuant to
Section 12(b) of the Exchange Act and is effective pursuant to General
Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to
Section 12(g) of the Exchange Act and is effective pursuant to General
Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates:
333-44173 (if applicable).

SECURITIES TO BE REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT:
None.

ITEM 1. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

The description of the general terms and provisions of the Medium-Term Notes,
Series B, 3% Stock Linked Notes due June , 2000 to be issued by Merrill Lynch
& Co., Inc. set forth in the Preliminary Pricing Supplement dated June 1, 1998,
the Prospectus Supplement dated March 12, 1998 and Prospectus dated January 29,
1998, attached hereto as Exhibit 99(a), are hereby incorporated by reference.

ITEM 2. EXHIBITS.

- 99(a) Preliminary Pricing Supplement dated June 1, 1998, Prospectus
Supplement dated March 12, 1998 and Prospectus dated January 29, 1998
(incorporated herein by reference to the Registrant's filing
pursuant to Rule 424(b)).
- 99(b) Form of Note.
- 99(c) Copy of Indenture between Merrill Lynch & Co., Inc. and The Chase
Manhattan Bank dated as of October 1, 1993.*

* Incorporated herein by reference to the Registrant's Registration Statement
on Form S-3 (File No. 333-44173).

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

MERRILL LYNCH & CO., INC.

By: /s/ Andrea L. Dulberg

Andrea L. Dulberg
Secretary

June 3, 1998

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THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO A NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO MERRILL LYNCH & CO., INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED		PRINCIPAL AMOUNT
NO.	CUSIP No. 59018S J62	\$

MERRILL LYNCH & CO., INC.
MEDIUM-TERM NOTE,
SERIES B

3% Stock Linked Notes due June , 2000

(Linked to the performance of Honda Motor Co., Ltd. Common Stock)

MERRILL LYNCH & CO., INC., a Delaware corporation (hereinafter referred to as the "Company", which term includes any successor corporation under the Indenture herein referred to), for value received, hereby promises to pay and discharge each Note evidenced hereby on June , 2000 (the "Maturity Date") by delivering to CEDE & CO., or registered assigns with respect to the principal amount hereof, (i) an amount in U.S. Dollars equal to the product of the principal amount hereof and the Stock Percentage Change (the "Cash Amount") or (ii) if the holder so elects as hereinafter provided, the Equivalent Share Amount, each as defined below and determined in accordance with the provisions set forth below, and to pay interest on the principal amount hereof from June , 1998, or from the most recent date in respect of which interest has been paid or duly provided for, semiannually in arrears on June and December , in each year (each an "Interest Payment Date"), commencing December , 1998, at the rate of 3% per annum, until the principal amount is paid or duly made available for payment. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the June or December (whether or not a Business Day) next

preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for on any Interest Payment Date, shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of this Note not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner, as more fully provided in such Indenture.

Payment of interest, the Cash Amount, and, if applicable, delivery of the Equivalent Share Amount, if any, with respect to this Note shall be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

The "Cash Amount" with respect to this Note equals:

$$\text{Principal Amount} \times \frac{(\text{Final Stock Price})}{(\text{Initial Stock Price})}$$

The "Initial Stock Price" equals (Yen) .

The "Final Stock Price" will be determined by Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Calculation Agent", which term includes any successor thereto) and will equal the product of the Market Price of one share of Honda Stock and the Share Ratio, each as determined on the Determination Date.

"Market Price" for any security for any date means the official closing price (afternoon session, as applicable) of such security as reported by the principal exchange on which such security is traded on such date. If the official closing price is not available for any reason (including, without

limitation, the occurrence of a Market Disruption Event, as defined herein), the Market Price for such security for any date shall be the mean, as determined by the Calculation Agent, of the bid prices for such security obtained from as many dealers in such security, but not exceeding three, as will make such bid prices available to the Calculation Agent after 3:00 p.m. (local time in such principal market) on such date.

"Share Ratio" initially means 1.0, but will be subject to adjustment, as provided herein, through and including the Determination Date.

"Determination Date" means the sixth Trading Day before the Maturity Date or if there is a Market Disruption Event on such day, the Determination Date will be the immediately succeeding Trading Day during which no Market Disruption Event shall have occurred; provided that the Determination Date will be no later than the second scheduled Trading Day preceding the Maturity Date, notwithstanding the occurrence of a Market Disruption Event on such second scheduled Trading Day.

"Equivalent Share Amount" for any Note means an amount of American Depositary Shares, as determined by the Calculation Agent, representing Honda Stock ("Honda ADRs") equivalent to the Cash Amount otherwise payable on such Note determined as follows. The number of Honda ADRs resulting from the conversion into Honda ADRs (at the then current ratio of Honda Stock to Honda ADRs) will be a number of shares of Honda Stock having an aggregate Market Price on the Determination Date equal to the Cash Amount multiplied by the Final FX Rate, as defined below; provided that the Cash Amount shall be reduced by the cost of converting such Honda Stock into Honda ADRs assessed by Morgan Guaranty Trust Company of New York, or such other Depositary for such Honda ADRs (together with any successor depositary, the "Honda ADR Depositary") and by any tax or other governmental charge levied in connection with such conversion; and provided further that the Company will pay cash in lieu of delivering fractional Honda ADRs, in an amount as determined by the Calculation Agent. The Company shall deliver the Equivalent Share Amount to the holders on the later of (i) the Maturity Date and (ii) the first Business Day when Honda ADRs are available with respect to shares of Honda Stock submitted to the Honda ADR Depositary for conversion into Honda ADRs on the Business Day immediately succeeding the Determination Date. In the event of certain Market Disruption Events, the delivery of such Honda ADRs may be delayed until after the Maturity Date. "Final FX Rate" means the Japanese Yen/U.S. Dollar exchange rate as of 3:00 p.m. (Tokyo time) on the Determination Date as determined by reference to Reuters Screen TKYFX, as determined by the Calculation Agent.

On or prior to the fifteenth Business Day prior to the Maturity Date, holders of Notes will be entitled, upon completion by the holder and delivery to the Company and the Calculation Agent of an Official Notice of Exercise of Right to Receive Equivalent Share Amount (in the form of Annex A attached hereto) prior to 11:00 a.m., New York City time on such date, to elect to receive the Equivalent Share Amount at maturity, in lieu of the Cash Amount, unless it is not reasonably practicable at such time, in the opinion of the Calculation Agent, to obtain such Equivalent Share Amount for all Notes with respect to which holders have elected to receive the Equivalent Share Amount at maturity, in which case the Cash Amount will be paid.

"Business Day" means any day other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or regulation to close in The City of New York or in Tokyo.

"Trading Day " means a day on which trading is generally conducted on the Tokyo Stock Exchange, and in the over-the-counter market for equity securities in the United States and Japan, as determined by the Calculation Agent.

"Market Disruption Event" means:

- (i) a suspension, absence (including the absence of an official closing price) or material limitation of trading of Honda Stock on the Tokyo Stock Exchange for more than two hours of trading or during the one-half hour period preceding or at the close of trading in such market; or the suspension or material limitation on the primary market for trading in options contracts related to Honda Stock, if available, during the one-half hour period preceding or at the close of trading in the applicable market, in each case as determined by the Calculation Agent in its sole discretion; and
- (ii) a determination by the Calculation Agent in its sole discretion that the event described in clause (i) above materially interfered with the ability of the Company or any of its affiliates to unwind all or a material portion of the hedge with respect to the Notes or to purchase Honda Stock for the purpose of delivering the Equivalent Share Amount.

For purposes of determining whether a Market Disruption Event has occurred: (1) a limitation on the hours or number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, (2) a decision to permanently discontinue trading in the relevant option contract will not constitute a Market Disruption Event, (3) limitations pursuant to any rule or regulation enacted or

promulgated by the Tokyo Stock Exchange (or other regulatory organization in Japan with jurisdiction over the Tokyo Stock Exchange) on trading during significant market fluctuations will constitute a suspension or material limitation of trading in Honda Stock, (4) a suspension of trading in an options contract on Honda Stock by the primary securities market trading in such options, if available, by reason of (x) a price change exceeding limits set by such securities exchange or market, (y) an imbalance of orders relating to such contracts or (z) a disparity in bid and ask quotes relating to such contracts will constitute a suspension or material limitation of trading in options contracts related to Honda Stock and (5) a suspension, absence or material limitation of trading on the primary securities market on which options contracts related to Honda Stock are traded will not include any time when such securities market is itself closed for trading under ordinary circumstances.

The Share Ratio (and, in the case of paragraph 5 below, the determination of the Cash Amount) will be adjusted as follows:

1. If Honda Stock is subject to a stock split or reverse stock split, then once such split has become effective, the Share Ratio will be adjusted to equal the product of the prior Share Ratio and the number of shares issued in such stock split or reverse stock split with respect to one share of Honda Stock.

2. If Honda Stock is subject (i) to a stock dividend (issuance of additional shares of Honda Stock) that is given ratably to all holders of shares of Honda Stock or (ii) to a distribution of Honda Stock as a result of the triggering of any provision of the corporate charter of Honda by any shareholder that is not a holder of the Notes, then once the dividend has become effective and Honda Stock is trading ex-dividend, the Share Ratio will be adjusted so that the new Share Ratio shall equal the prior Share Ratio plus the product of (i) the number of shares issued with respect to one share of Honda Stock and (ii) the prior Share Ratio.

3. There will be no adjustments to the Share Ratio to reflect cash dividends or other distributions paid with respect to Honda Stock other than distributions described in clause (v) of paragraph 5 below and Extraordinary Dividends as described below. A cash dividend or other distribution with respect to Honda Stock will be deemed to be an "Extraordinary Dividend" if such dividend or other distribution exceeds the immediately preceding non-Extraordinary Dividend for Honda Stock by an amount equal to at least 10% of the Market Price of Honda Stock on the Trading Day preceding the ex-dividend date for the payment of such Extraordinary Dividend (the "ex-dividend date"). If an Extraordinary Dividend occurs with respect to Honda Stock, the Share Ratio with respect to Honda Stock will be adjusted on the ex-dividend date with

respect to such Extraordinary Dividend so that the new Share Ratio will equal the product of (i) the then current Share Ratio and (ii) a fraction, the numerator of which is the Market Price on the Trading Day preceding the ex-dividend date, and the denominator of which is the amount by which the Market Price on the Trading Day preceding the ex-dividend date exceeds the Extraordinary Dividend Amount. The "Extraordinary Dividend Amount" with respect to an Extraordinary Dividend for Honda Stock will equal (i) in the case of cash dividends or other distributions that constitute quarterly dividends, the amount per share of such Extraordinary Dividend minus the amount per share of the immediately preceding non-Extraordinary Dividend for Honda Stock or (ii) in the case of cash dividends or other distributions that do not constitute quarterly dividends, the amount per share of such Extraordinary Dividend. To the extent an Extraordinary Dividend is not paid in cash, the value of the non-cash component will be determined by the Calculation Agent, whose determination shall be conclusive. A distribution on the Honda Stock described in clause (v) of paragraph 5 below that also constitutes an Extraordinary Dividend shall cause an adjustment to the Share Ratio pursuant only to clause (v) of paragraph 5.

4. If Honda issues rights or warrants to all holders of Honda Stock to subscribe for or purchase Honda Stock at an exercise price per share less than the Market Price of the Honda Stock on (i) the date the exercise price of such rights or warrants is determined and (ii) the expiration date of such rights or warrants, and if the expiration date of such rights or warrants precedes the maturity of the Notes, then the Share Ratio will be adjusted to equal the product of the prior Share Ratio and a fraction, the numerator of which shall be the number of shares of Honda Stock outstanding immediately prior to such issuance plus the number of additional shares of Honda Stock offered for subscription or purchase pursuant to such rights or warrants and the denominator of which shall be the number of shares of Honda Stock outstanding immediately prior to such issuance plus the number of additional shares of Honda Stock which the aggregate offering price of the total number of shares of Honda Stock so offered for subscription or purchase pursuant to such rights or warrants would purchase at the Market Price on the expiration date of such rights or warrants, which shall be determined by multiplying such total number of shares offered by the exercise price of such rights or warrants and dividing the product so obtained by such Market Price.

5. If (i) there occurs any reclassification or change of Honda Stock, (ii) Honda, or any surviving entity or subsequent surviving entity of Honda (a "Honda Successor") has been subject to a merger, combination or consolidation and is not the surviving entity, (iii) any statutory exchange of securities of Honda or

any Honda Successor with another corporation occurs (other than pursuant to clause (ii) above), (iv) Honda is liquidated, (v) Honda issues to all of its shareholders equity securities of an issuer other than Honda (other than in a transaction described in clauses (ii), (iii) or (iv) above) (a "Spin-off Event") or (vi) a tender or exchange offer is consummated for all the outstanding shares of Honda Stock (any such event in clauses (i) through (vi) a "Reorganization Event"), the method of determining the amount payable at maturity for each Note will be adjusted to provide that each holder of Notes will receive at maturity, in respect of the principal amount of each Note and in lieu of the Cash Amount, U.S. Dollars in an amount equal to the Transaction Value (as defined below); provided that, if the Exchange Property (as defined below) received in any such Reorganization Event consists only of cash, the maturity date of the Notes will be deemed to be accelerated to the date on which such cash is distributed to holders of Honda Stock. "Exchange Property" means the securities,

cash or any other assets distributed in any such Reorganization Event, including, in the case of a Spin-off Event, the share of Honda Stock with respect to which the spun-off security was issued. "Transaction Value" means (i) for any cash received in any such Reorganization Event, the amount of cash received per share of Honda Stock multiplied by the product of the Initial Share Control Amount and the then current Share Ratio divided by the Initial FX Rate, (ii) for any property other than cash or securities received in any such Reorganization Event, the market value (as determined by the Calculation Agent) of such Exchange Property received for each share of Honda Stock at the date of the receipt of such Exchange Property multiplied by the product of the Initial Share Control Amount and the then current Share Ratio divided by the Initial FX Rate and (iii) for any security received in any such Reorganization Event, an amount equal to the Market Price per share of such security on the Determination Date multiplied by the quantity of such security received for each share of Honda Stock multiplied by the product of the Initial Share Control Amount and the then current Share Ratio divided by the Initial FX Rate.

6. In the event of a general revaluation of the Japanese Yen pursuant to any governmental action by Japan, the Share Ratio will be adjusted by the Calculation Agent so that the new Share Ratio will reflect the effect of such revaluation on the Japanese Yen/U.S. dollar exchange rate. For example, if Japan were to revalue the Yen by the issuance of a new currency (the "New Currency") whose value per currency unit against the U.S. dollar was equivalent to a multiple or fraction of the then prevailing Japanese Yen/U.S. dollar rate (and the price of Honda Stock was to be quoted in such New Currency), the Market Price will be determined by reference to the market price of Honda Stock as quoted in such New Currency and the Share Ratio will be adjusted by such multiple or fraction so that the U.S. dollar value of the Notes would remain constant i.e. the Cash Amount, if determined immediately after such revaluation would be the same as the Cash Amount as determined immediately prior to such revaluation.

For purposes of paragraph 5 above, in the case of a consummated tender or exchange offer for all Exchange Property of a particular type, Exchange Property shall be deemed to include the amount of cash or other property paid by the offeror in the tender or exchange offer with respect to such Exchange Property (in an amount determined on the basis of the rate of exchange in such tender or exchange offer). In the event of a tender or exchange offer with respect to Exchange Property in which an offeree may elect to receive cash or other property, Exchange Property shall be deemed to include the kind and amount of cash and other property received by offerees who elect to receive cash.

No adjustments to the Share Ratio will be required unless such Share Ratio adjustment would require a change of at least 0.1% in the Share Ratio then in effect. The Share Ratio resulting from any of the adjustments specified above will be rounded to the nearest one thousandth with five ten-thousandths being rounded upward.

No adjustments to the Share Ratio or to the amount payable at maturity of the Notes will be required other than those specified above. However, the Company may, at its sole discretion, cause the Calculation Agent to make additional adjustments to the Share Ratio to reflect changes occurring in relation to the Honda Stock or any other Exchange Property in other circumstances where the Company determines that it is appropriate to reflect such changes. The required adjustments specified above do not cover all events that could affect the Market Price of the

Honda Stock, including, without limitation, a partial tender or exchange offer for the Honda Stock.

The Calculation Agent shall be solely responsible for the determination and calculation of any adjustments to the Share Ratio and of any related determinations and calculations with respect to any distributions of stock, other securities or other property or assets (including cash) in connection with any corporate event described in paragraph 5 above, and its determinations and calculations with respect thereto, absent manifest error, shall be conclusive for all purposes and binding on the Company and holders of the Notes.

The Calculation Agent will provide information as to any adjustments to the Share Ratio upon written request by any holder of the Notes.

All percentages resulting from any calculation on the Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655)), and all U.S. Dollar amounts used in or resulting from such calculation will be rounded to the nearest cent with one-half cent being rounded upwards.

GENERAL

Unless the certificate of authentication hereon has been executed by or on behalf of The Chase Manhattan Bank, the Trustee for this Note under the Indenture, or its successor thereunder, by the manual signature of one of its authorized officers, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

This Note is one of a duly authorized issue of Securities (hereinafter called the "Securities") of the Company designated as its Medium-Term Notes, Series B (the "Notes"). The Securities are issued and to be issued under an indenture (the "Indenture") dated as of October 1, 1993, between the Company and The Chase Manhattan Bank, as trustee (herein called the "Trustee," which term includes any successor Trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee and the Holders of the Notes and the terms upon which the Notes are to be authenticated and delivered. The terms of individual Notes may vary with respect to interest rates or interest rate formulas, issue dates, maturity, redemption, repayment, currency of payment and otherwise as provided in the Indenture.

The Notes are issuable only in registered form without coupons in denominations, unless otherwise specified above, of \$_____ and integral multiples thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes as requested by the Holder surrendering the same. If (x) the Depository is at any time unwilling or unable to continue as depository and a successor depository is not appointed by the Company within 60 days, (y) the Company executes and delivers to the Trustee a Company Order to the effect that this Note shall be exchangeable or (z) an Event of Default has occurred and is continuing with respect to the Notes, this Note shall be exchangeable for Notes in definitive form of like tenor and of an equal aggregate principal amount, in authorized denominations. Such definitive Notes shall be registered in such name or

names as the Depository shall instruct the Trustee. If definitive Notes are so delivered, the Company may make such changes to the form of this Note as are necessary or appropriate to allow for the issuance of such definitive Notes.

This Note is not subject to any sinking fund.

This Note is not subject to repayment at the option of the Holder prior to its Maturity Date.

If an Event of Default (as defined in the Indenture) with respect to the Notes shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture; provided, however, that in case an Event of Default with respect to any Notes shall have occurred and be continuing, the amount payable to a beneficial owner of a Note upon any acceleration permitted by the Notes will be determined by the Calculation Agent and will be equal to the Cash Amount determined as through the Determination Date were the stated maturity date of the Notes, as provided above, plus any accrued but unpaid interest to but not including the date of acceleration.

In case of default in payment of the Notes (whether at their stated maturity or upon acceleration), from and after the maturity date the Notes shall bear interest, payable upon demand of the beneficial owners thereof, at the rate of % per annum (to the extent that payment of such interest shall be legally enforceable) on the unpaid amount due and payable on such date in accordance with the terms of the Notes to the date payment of such amount has been made or duly provided for.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 66-2/3% in aggregate principal amount of the Securities at the time Outstanding, as defined in the Indenture, of each series affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all the Securities of each series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange

herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the Principal Amount, the interest on, and the Cash Amount, if any, with respect to this Note and any interest on any overdue amount thereof at the time, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations set forth therein and on the face hereof, the transfer of this Note may be registered on the Security Register of the Company,

upon surrender of this Note for registration of transfer at the office or agency of the Company in the Borough of Manhattan, The City of New York, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: June __, 1998

CERTIFICATE OF AUTHENTICATION

Merrill Lynch & Co., Inc.

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

[Copy of Seal]

The Chase Manhattan Bank, as Trustee

By:

Treasurer

By:

Attest:

Authorized Officer

Secretary

ANNEX A

OFFICIAL NOTICE OF EXERCISE OF RIGHT
TO RECEIVE EQUIVALENT SHARE AMOUNT

3% STOCK LINKED MEDIUM-TERM NOTES DUE JUNE , 2000

Dated: [On or prior to the fifteenth Business Day prior to June , 2000]

Merrill Lynch & Co., Inc.
World Financial Center
South Tower, 5th Floor
New York, New York 10080-6105

Fax No.: (212) 236-3865

(Attn: Treasury)

Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Calculation Agent
World Financial Center
North Tower, 5th Floor
New York, New York 10281-1305

Fax No.: (212) 449-2697

(Attn: Operations (Matthew Pomeranz))

The Chase Manhattan Bank
450 West 33rd Street
15th Floor
New York, New York 10001

Fax No.: (212) 946-8161

(Attn: Corporate Trust Department)

Dear Sirs:

The undersigned holder of the 3% Stock Linked Medium-term Notes due June , 2000 of Merrill Lynch & Co., Inc. (the "Notes") hereby irrevocably elects to exercise with respect to the number of Notes indicated below, as of the date hereof, provided that such day is prior to the fifteenth Business Day prior to June , 2000, the Right to Receive the Equivalent Share Amount as described in Pricing Supplement dated June , 1998 (the "Pricing Supplement") to the Prospectus Supplement dated March 12, 1998 and the Prospectus dated January 29, 1998. Capitalized terms not defined herein have the meanings given to such terms in the Pricing Supplement. Please date and acknowledge receipt of this notice in the place provided below on the date of receipt, and fax a copy to the fax number indicated, whereupon the Company will

deliver Honda ADRs, in accordance with the terms of the Notes described in the Pricing Supplement.

Very truly yours,

[Name of Holder]

By: _____
[Title]

[Fax No.]

\$ _____
Number of Notes surrendered for exchange

If you want the Honda ADRs made out in another person's

name, fill in the form:

(Insert person's soc.

sec. or tax ID no.)

(Print or type person's name,

address and zip code)

Date: _____ Your

Signature: _____

Receipt of the above Official
Notice of Exchange is hereby acknowledged

MERRILL LYNCH & CO., INC., as Issuer

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as Calculation Agent

By THE CHASE MANHATTAN BANK,
as Trustee

By: _____

Title:

Date and time of acknowledgment _____