

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

(State of incorporation or
organization)

13-2740599

(IRS employer identification no.)

World Financial Center
North Tower
250 Vesey Street
New York, New York

10281

(zip code)

(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 -----
Medium-Term Notes, Series B 1% Callable and Exchangeable Stock-Linked Notes due February 8, 2006 (Linked to the performance of the Common Stock of The Kroger Co.)	American Stock Exchange

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: 333-59997 (if applicable).

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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 1% Callable and Exchangeable Stock-Linked Notes due February 8, 2006 to
be issued by Merrill Lynch & Co., Inc. set forth in the Pricing Supplement dated
February 1, 1999, the Prospectus Supplement and Prospectus dated July 30, 1998,
attached hereto as Exhibit 99(a), are hereby incorporated by reference.

Item 2. Exhibits.

- 99(a) Pricing Supplement dated February 1, 1999, Prospectus Supplement and
Prospectus dated July 30, 1998 (incorporated herein by reference to
the Registrant's filing pursuant to Rule 424(b)).
- 99(b) Form of Note for Series B 1% Callable and Exchangeable Stock-Linked
Notes due February 8, 2006.
- 99(c) Copy of Indenture between Merrill Lynch & Co., Inc. and The Chase
Manhattan Bank dated as of October 1, 1993.*
- 99(d) Copy of First Supplemental Indenture between Merrill Lynch & Co.,
Inc. and The Chase Manhattan Bank dated as of June 1, 1998.*

* Incorporated herein by reference to the Registrant's Registration Statement on Form S-3 (File No. 333-59997).

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SIGNATURE

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/ Lawrence M. Egan, Jr.

Lawrence M. Egan, Jr.
Assistant Secretary

February 5, 1999

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INDEX TO EXHIBITS

Exhibit No. -----	Page No. -----
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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 DEPOSITARY 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. R-1	CUSIP No. 59018 SZ 23	\$85,000,000
	Common Code No. 9462147	
	ISIN No. US 59018SZ233	

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

1% Callable and Exchangeable Notes due February 8, 2006
(Linked to the performance of the Common Stock of The Kroger Co.)

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 February 8, 2006 (the "Maturity Date") by delivering to CEDE & CO., or registered assigns with respect to the principal amount hereof, EIGHTY-FIVE MILLION DOLLARS (\$85,000,000), an amount in U.S. dollars equal to the greater of (i) the product of the Exchange Ratio multiplied by the average Market Price of the Kroger Common Stock for the five Trading Days ending on and including the third Trading Day prior to maturity (provided, however, that if the payment on the Maturity Date is based on the foregoing formula, no interest shall accrue on the Notes from and including August 8, 2005 through the Maturity Date) or (ii) \$1,000 plus accrued and unpaid interest on the Notes through but excluding the Maturity Date, as such terms are defined below, and determined in accordance with the provisions set forth below, and to pay interest on the principal amount hereof from February 8, 1999, or from the most recent date in respect of which interest has been paid or duly provided for, semiannually in arrears on February 8 and August 8, in each year (each an "Interest Payment Date"), commencing August 8, 1999, at the rate of 1%

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per annum (the "Interest Rate"), until the principal amount is paid or duly made available for payment. The Notes will be issued in denominations of U.S.\$1,000 and integral multiples thereof. 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 15th day (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 and the amounts payable at maturity or upon exchange or redemption (as described below) 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 Company shall, or shall cause the Calculation Agent to, deliver U.S. Dollars to the Trustee for delivery to the Holder of this Note in respect of such payments.

The Company may redeem the Notes, in whole only, at any time, beginning on February 8, 2002, upon not more than 30 or less than 15 scheduled Trading Days' notice to the Holders of the Notes. Any date upon which the Company gives the Holders of the Notes notice that it is redeeming the Notes is referred to herein as the "Redemption Notice Date". If the Company redeems the Notes, for each \$1,000 principal amount of Notes owned by a Holder of the Notes, the Company shall pay such Holder the Company Redemption Amount (as defined herein). The "Company Redemption Amount" means, for each \$1,000 principal amount of the

Notes, an amount equal to the greater of: (i) the product of the Exchange Ratio multiplied by the average Market Price of the Kroger Common Stock for the five Trading Days immediately following the Redemption Notice Date; provided, however, that if the Company Redemption Amount is based upon the foregoing formula, no interest shall accrue on the Notes from and including the immediately preceding Interest Payment Date through the date of redemption; or (ii) \$1,000 plus accrued and unpaid interest on the Notes through but excluding the date of redemption.

At any time beginning April 14, 1999 and ending 15 scheduled Trading Days before the Maturity Date, upon not more than 30 or less than five scheduled Trading Days' written notice to the Calculation Agent, the Holder of this Note may cause the Company to redeem this Note for the Holder Exchange Amount (as defined herein). The "Holder Exchange Amount" means an amount equal to the product of: (i) the Exchange Ratio multiplied by (ii) the Market Price of the Kroger Common Stock on the Business Day following the day the Calculation Agent receives from the Holder of this Note written notice of such Holder's intention to exchange this Note;

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provided, however, no interest will accrue on this Note from and including the immediately preceding Interest Payment Date through the date of exchange.

As used herein:

"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.

"Calculation Agent" means Merrill Lynch, Pierce, Fenner & Smith Incorporated. All determinations made by the Calculation Agent shall be at the sole discretion of the Calculation Agent and, absent a manifest error, shall be conclusive for all purposes and binding on the Company and beneficial owners of the Notes.

"Exchange Ratio" means an amount equal to the product of 12.6232 multiplied by the Share Multiplier.

"Kroger" means The Kroger Co., an Ohio corporation.

"Kroger Common Stock" means the common stock, par value \$1.00 per share, of The Kroger Co.

"Market Disruption Event" means

(i) a suspension, absence (including the absence of an official closing price) or material limitation of trading of the Kroger Common Stock on the NYSE for more than two hours of trading or during the one-half hour period preceding or at the close of trading in such market, 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.

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, and (2) limitations pursuant to any rule or regulation enacted or promulgated by the NYSE, or other regulatory organization with jurisdiction over the NYSE, on trading during significant market fluctuations will constitute a suspension or material limitation of trading in the Kroger Common Stock.

"Market Price" means, for any date of determination, the official closing price, in the afternoon session, as applicable, of one share of Kroger Common Stock as reported by the principal exchange on which Kroger Common Stock 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, the Market Price for the security for any date shall be the mean, as

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determined by the Calculation Agent, of the bid prices for the security obtained from as many dealers in the security, but not exceeding three, as will make the bid prices available to the Calculation Agent after 3:00 p.m., local time in such principal market, on such date.

"NYSE" means the New York Stock Exchange.

"Share Multiplier" initially means 1.0, but shall be subject to adjustment, as provided herein, through and including the Maturity Date.

"Trading Day" means a day on which the NYSE, the American Stock Exchange and the Nasdaq Stock Market are open for trading, as determined by the Calculation Agent.

Dilution and Reorganization Adjustments

The Share Multiplier used to calculate the Exchange Ratio on any date of determination is subject to adjustment by the Calculation Agent as a result of the dilution and reorganization adjustments described below.

1. If Kroger Common Stock is subject to a stock split or reverse stock split, then once such split has become effective, the Share Multiplier shall be adjusted to equal the product of the prior Share Multiplier and the number of shares which a holder of one share of Kroger Common Stock, prior to the effective date of such stock split or reverse stock split, would have owned or been entitled to receive immediately following such effective date.
2. If Kroger Common Stock is subject to a stock dividend (i.e., issuance of additional shares of Kroger Common Stock) that is given ratably to all holders of shares of Kroger Common Stock, then once such shares are trading ex-dividend, the Share Multiplier will be adjusted so that the new Share Multiplier shall equal the prior Share Multiplier plus the product of: (a) the number of shares of Kroger Common Stock issued with respect to one share of Kroger Common Stock and (b) the prior Share Multiplier.
3. There will be no adjustments to the Share Multiplier to reflect cash dividends or distributions paid, if any, with respect to Kroger Common Stock other than distributions described under clause (e) of paragraph 5 below and Extraordinary Dividends as described below. An "Extraordinary Dividend" means, with respect to any consecutive 12-month period, all cash dividends or other distributions with respect to Kroger Common Stock to the extent such dividends exceed on a per share basis 10% of the average closing price per share of Kroger Common Stock during such period, less any such dividends for which a prior adjustment was previously made. If an Extraordinary Dividend occurs with respect to Kroger Common Stock, the Share Multiplier will be adjusted on the Trading Day preceding the payment of any dividend, the payment of which caused an Extraordinary Dividend to be paid (the "ex-dividend date"), so that the new Share Multiplier will equal the product of: (a) the then current Share Multiplier and (b) a fraction, the numerator of which is the closing price per share of Kroger Common Stock on the Trading Day preceding the ex-dividend date, and the denominator of which is the amount by which the closing price on the Trading Day preceding the ex-dividend date exceeds the Extraordinary Dividend Amount. The "Extraordinary Dividend Amount" with respect to an

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Extraordinary Dividend for Kroger Common 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, or (2) 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 Kroger Common Stock described in clause (e) of paragraph 5 below that also constitutes an Extraordinary Dividend shall cause an adjustment to the Share Multiplier pursuant only to clause (3) of paragraph 5 below.

4. If Kroger issues transferable rights or warrants to all holders of Kroger Common Stock to subscribe for or purchase Kroger Common Stock, including new or existing rights to purchase Kroger Common Stock pursuant to a shareholders rights plan or arrangement, once a triggering event shall have occurred thereunder, at an exercise price per share less than the closing price of one share of Kroger Common Stock on: (a) the date the exercise price of such rights or warrants is determined and (b) the expiration date of such rights or warrants, then, in each case, if the expiration date of such rights or warrants precedes the maturity date, then the Share Multiplier will be adjusted to equal the product of the prior Share Multiplier and a fraction, the numerator of which shall be the number of shares of Kroger Common Stock outstanding immediately prior to such issuance plus the number of additional shares of Kroger Common Stock offered for subscription or purchase pursuant to such rights or warrants and the denominator of which shall be the number of shares of Kroger Common Stock outstanding immediately prior to such issuance plus the number of additional shares of Kroger Common Stock which the aggregate offering price of the total number of shares of Kroger Common Stock so offered for subscription or purchase pursuant to such rights or warrants would purchase at the closing price of one share of Kroger Common Stock 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 closing price.

5. If before the maturity date of the notes, (a) there occurs any reclassification or change of Kroger Common Stock, (b) Kroger, or any surviving entity or subsequent surviving entity of Kroger (a "Successor Entity"), has been subject to a merger, combination or consolidation and is not the surviving

entity, (c) any statutory exchange of securities of Kroger or any Successor Entity with another corporation occurs, other than pursuant to clause (b) above, (d) Kroger is liquidated, (e) Kroger issues to all of its shareholders equity securities of an issuer other than Kroger, other than in a transaction described in clauses (b), (c) or (d) above (a "Spin-off Event"), or (f) a tender or exchange offer is consummated for all the outstanding shares of Kroger (any such event in clauses (a) through (f) a "Reorganization Event"), the Market Price shall equal to the Reorganization Event Value. The "Reorganization Event Value" shall be determined by the Calculation Agent and shall equal (i) the Transaction Value related to the relevant Reorganization Event, plus (ii) interest on such Transaction Value accruing from the date of the payment or delivery of the consideration, if any, received in connection with such Reorganization Event until the stated maturity date at a fixed interest rate determined on the date of

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such payment or delivery equal to the interest rate that would be paid on a standard senior non-callable debt security of the Company with a term equal to the remaining term of the notes. "Transaction Value" means: (x) for any cash received in any such Reorganization Event, an amount equal to the amount of cash received per share of Kroger Common Stock multiplied by the Share Multiplier in effect on the date all of the holders of shares of Kroger Common Stock have agreed or have become irrevocably obligated to exchange such shares, (y) 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 Kroger Common Stock at the date of the receipt of such Exchange Property multiplied by the then current Share Multiplier, and (z) for any security received in any such Reorganization Event, an amount equal to the closing price per share of such security on the fifth Trading Day prior to the maturity date multiplied by the quantity of such security received for each share of Kroger Common Stock multiplied by the then current Share Multiplier. "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 Kroger Common Stock with respect to which the spun-off security was issued.

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 Multiplier will be required unless such Share Multiplier adjustment would require a change of at least 0.1% in the Share Multiplier then in effect. The Share Multiplier 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 Multiplier 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 Multiplier to reflect changes occurring in relation to Kroger Common 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 closing price of the Kroger Common Stock, including, without limitation, a partial tender or exchange offer for Kroger Common Stock.

The Calculation Agent shall be solely responsible for the determination and calculation of any adjustments to the Share Multiplier 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 above, and its determinations and calculations with respect thereto shall be conclusive.

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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 dollar amounts used in or resulting from such calculation will be rounded to the nearest cent with one-half cent being rounded upwards.

No adjustments shall be made for certain other events, such as offerings of Kroger Common Stock by Kroger for cash or in connection with acquisitions or the occurrence of a partial tender or exchange offer for the Kroger Common Stock by Kroger or any third party.

The Company shall, within ten Business Days following the occurrence of an

event that requires an adjustment to the Share Ratio, or if the Company is not aware of such occurrence, as soon as practicable after becoming so aware, provide written notice to the Trustee, which shall provide notice to the holders of the notes of the occurrence of such event and, if applicable, a statement in reasonable detail setting forth the adjusted Share Multiplier.

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 \$1,000 and integral multiples thereof. References to payment "per Note" refer to each \$1,000 principal amount of this Note. 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

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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.

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 principal amount of the Note plus accrued but unpaid interest thereon to but excluding the date of early repayment, if applicable, calculated as though the date of early repayment were the stated maturity date of the Notes.

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 1% 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 interest on, and such amounts as are payable upon redemption or exchange or at maturity (as described above) 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

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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.

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

Dated: February 8, 1999

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:

Secretary

Authorized Officer

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ASSIGNMENT/TRANSFER FORM

FOR VALUE RECEIVED the undersigned registered Holder hereby sell(s), assign(s) and transfer(s) unto

(insert Taxpayer Identification No.)

(Please print or typewrite name and address including postal zip code of assignee)

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note on the books of the Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of the registered Holder to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

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