

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. 02)\*

**NUVEEN NEW YORK DIVIDEND ADVANTAGE MUNICIPAL  
FUND**

---

(Name of Issuer)

**VARIABLE RATE MUNIFUND TERM PREFERRED SHARES**

---

(Title of Class of Securities)

**67066X503, 67066X800**

---

(CUSIP Number)

**Bank of America Corporation, Bank of America Corporate Center, 100 N. Tryon Street, Charlotte, North Carolina 28255**

---

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 01, 2016**

---

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> BANK OF AMERICA CORP /DE/ 56-0906609	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input checked="" type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES  BENEFICIALLY OWNED  BY EACH REPORTING  PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 1,470
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 1,470
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 1,470	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> HC	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> Bank of America Corporation 75-2939570	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input checked="" type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 1,470
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 1,470
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 1,470	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> CO	

**Item 1. Security and Issuer**

This Amendment No. 2 (this "Amendment") amends, as set forth below, the statement on Schedule 13D, dated June 3, 2014 and filed with the SEC on June 4, 2014 (the "Original Schedule 13D"), as amended by Amendment No. 1 dated June 8, 2015 and filed with the SEC on June 9, 2015 ("Amendment No. 1"), for Bank of America Corporation ("BAC") and Banc of America Preferred Funding Corporation ("BAPFC") (collectively, the "Reporting Persons") with respect to the variable rate munifund term preferred shares ("VMTP Shares") of Nuveen New York Dividend Advantage Municipal Fund (the "Issuer"). This Amendment is being filed as a result of: (a) the exchange (the "Exchange") of the Reporting Persons' 940 variable rate munifund term preferred shares (CUSIP No. 67066X503) for an equal number of variable rate munifund term preferred shares (CUSIP No. 67066X800) of the Issuer; and (b) the purchase (the "Purchase") by the Reporting Persons of 530 variable rate munifund term preferred shares (CUSIP No. 67066X800) from the Issuer.

**Item 2. Identity and Background**

- (a) Item 2 of the Original Schedule 13D is hereby amended by deleting Schedule I and Schedule II referenced therein and replacing them with Schedule I and Schedule II included with this Amendment.
- (b)
- (c)
- (d)
- (e)
- (f)

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Original Schedule 13D is hereby amended by adding the following paragraph at the end thereof:

"The Reporting Persons: (a) exchanged 940 variable rate munifund term preferred shares (CUSIP No. 67066X503) for an equal number of variable rate munifund term preferred shares (CUSIP No. 67066X800) of the Issuer (the "Exchange"); and (b) purchased 530 variable rate munifund term preferred shares (CUSIP No. 67066X800) from the Issuer (the "Purchase").

The aggregate amount of funds used by the Reporting Persons for the Purchase was approximately \$53,000,000. The source of funds was the working capital of the Reporting Persons."

**Item 4. Purpose of Transaction**

Item 4 of the Original Schedule 13D is hereby amended by adding the following paragraph at the end thereof:

"BAPFC made the Purchase of the VMTP Shares for investment purposes. BAPFC acquired the VMTP Shares directly from the Issuer pursuant to a Purchase and Exchange Agreement, dated July 1, 2016, between the Issuer and BAPFC (the "Purchase and Exchange Agreement") on their initial issuance for a purchase price of \$53,000,000.

The Reporting Persons have not acquired the subject securities with any purpose, or with the effect of, changing or influencing control of the Issuer, or in connection with or as a participant in any transaction having that purpose or effect."

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)
- (h)
- (i)
- (j)

**Item 5. Interest in Securities of the Issuer**

- (a)
- (b)
- (c)

**Transaction Date**

**Shares or Units Purchased (Sold)**

**Price Per Share or Unit**

- (d)

(c)

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Original Schedule 13D is hereby amended by adding the following at the end of the first paragraph thereof:

"The voting and consent rights on the 1,470 VMTP Shares received in the Exchange and Purchase will be treated in the same manner as previously described in this Item 6."

**Item 7. Material to Be Filed as Exhibits**

Item 7 of the Original Schedule 13D is hereby amended by deleting Exhibit 99.3 thereto and inserting the following additional exhibits:

"Exhibit Description of Exhibit

99.1 Joint Filing Agreement

99.2 Limited Power of Attorney

99.3 Omnibus Amendment to Voting Trust Agreements

99.6 VMTP Purchase and Exchange Agreement dated July 1, 2016

99.7 Registration Rights Agreement dated July 1, 2016"

---

*Signature*

*After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.*

**BANK OF AMERICA CORPORATION**

July 06, 2016

By: /s/ Sarah Turner  
Attorney-in-fact

**BANC OF AMERICA PREFERRED FUNDING CORPORATION**

July 06, 2016

By: /s/ Edward Curland  
Authorized Signatory

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

**Footnotes:**

**Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)**

---

---

SCHEDULE I

EXECUTIVE OFFICERS AND DIRECTORS OF REPORTING PERSONS

The following sets forth the name and present principal occupation of each executive officer and director of Bank of America Corporation. The business address of each of the executive officers and directors of Bank of America Corporation is Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255.

<u>Name</u>	<u>Position with Bank of America Corporation</u>	<u>Principal Occupation</u>
Brian T. Moynihan	Chairman of the Board, Chief Executive Officer, President and Director	Chairman of the Board, Chief Executive Officer and President of Bank of America Corporation
Dean C. Athanasia	President, Preferred and Small Business Banking and Co-Head Consumer Banking	President, Preferred and Small Business Banking, Co-Head Consumer Banking of Bank of America Corporation
Catherine P. Bessant	Chief Operations and Technology Officer	Chief Operations and Technology Officer of Bank of America Corporation
Paul M. Donofrio	Chief Financial Officer	Chief Financial Officer of Bank of America Corporation
Geoffrey Greener	Chief Risk Officer	Chief Risk Officer of Bank of America Corporation
Terrence P. Laughlin	Vice Chairman, Global Wealth & Investment Management	Vice Chairman, Global Wealth & Investment Management of Bank of America Corporation
David Leitch	Global General Counsel	Global General Counsel of Bank of America Corporation
Thomas K. Montag	Chief Operating Officer	Chief Operating Officer of Bank of America Corporation
Thong M. Nguyen	President, Retail Banking and Co-Head, Consumer Banking	President, Retail Banking and Co-Head Consumer Banking of Bank of America Corporation
Andrea B. Smith	Chief Administrative Officer	Chief Administrative Officer of Bank of America Corporation
Sharon L. Allen	Director	Former Chairman of Deloitte LLP
Susan S. Bies	Director	Former Member, Board of Governors of the Federal Reserve System
Jack O. Bovender, Jr.	Lead Independent Director	Former Chairman and Chief Executive Officer of HCA Inc.
Frank P. Bramble, Sr.	Director	Former Executive Officer, MBNA Corporation
Pierre de Weck <sup>1</sup>	Director	Former Chairman and Global Head of Private Wealth Management, Deutsche Bank AG
Arnold W. Donald	Director	President and Chief Executive Officer, Carnival Corporation & plc
Linda P. Hudson	Director	Chairman and CEO of The Cardea Group and Former President and Chief Executive Officer of BAE Systems, Inc.
Monica C. Lozano	Director	Former Chairman, US Hispanic Media Inc.
Thomas J. May	Director	Chairman, Eversource Energy
Lionel L. Nowell, III	Director	Former Senior Vice President and Treasurer, PepsiCo Inc.
Michael D. White	Director	Former Chairman, President and Chief Executive Officer of DIRECTV
Thomas D. Woods <sup>2</sup>	Director	Former Vice Chairman and SEVP of Canadian Imperial Bank of Commerce
R. David Yost	Director	Former Chief Executive Officer of AmerisourceBergen Corp.

<sup>1</sup> Mr. de Weck is a citizen of Switzerland.

<sup>2</sup> Mr. Woods is a citizen of Canada.

The following sets forth the name and present principal occupation of each executive officer and director of Banc of America Preferred Funding Corporation. The business address of each of the executive officers and directors of Banc of America Preferred Funding Corporation is 214 North Tryon Street, Charlotte, North Carolina 28255.

<u>Name</u>	<u>Position with Banc of America Preferred Funding Corporation</u>	<u>Principal Occupation</u>
John J. Lawlor	Director and President	Managing Director, Municipal Markets and Public Sector Banking Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Margaret Scopelianos	Director and Managing Director	Managing Director, Public Finance Executive of Bank of America, National Association
Edward J. Sisk	Director and Managing Director	Managing Director, Public Finance Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Edward H. Curland	Director and Managing Director	Managing Director, Municipal Markets Executive for Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
David A. Stephens	Director and Managing Director	Managing Director, Executive for Public Finance and Public Sector Credit Products of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
James E. Nacos	Managing Director	Managing Director, Municipal Markets Senior Trader of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Mona Payton	Managing Director	Managing Director, Municipal Markets Executive for Short-Term Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
John B. Sprung	Director	Corporate Director

SCHEDULE II  
LITIGATION SCHEDULE

MLPF&S SEC Structured Return Note Order 6/23/2016

On June 23, 2016, the Securities and Exchange Commission (“SEC”) issued an administrative order in which it found that Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”), without admitting or denying any allegations, violated Section 17(a)(2) of the Securities Act of 1933 (“Securities Act”). Specifically, the order found that MLPF&S failed to adequately disclose certain fixed costs in a proprietary volatility index linked to structured notes known as Strategic Return Notes (“SRNs”) of Bank of America Corporation, which resulted in materially misleading disclosures in the offering materials of the fixed costs associated with the SRNs. In the order, MLPF&S was ordered to (i) cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) of the Securities Act, and (ii) to pay a civil monetary penalty of \$10,000,000.

MLPF&S SEC 15c3-3 Order 6/23/2016

On June 23, 2016, the SEC issued an administrative order in which it found that MLPF&S and Merrill Lynch Professional Clearing Corp. (“MLPro”) had willfully violated Section 15(c)(3) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 15c3-3 thereunder and Section 17(a)(1) of the Exchange Act and Rules 17a-3(a)(10) and 17a-5(a) thereunder, and that MLPF&S willfully violated Section 17(a)(1) of the Exchange Act and Rules 17a-5(d)(3) (as it existed prior to amendments to Rule 17a-5 in 2014), 17a-5(d)(2)(ii), 17a-5(d)(3) and 17a-11(e) thereunder, and Exchange Act Rule 21F-17. Specifically, the order found that (i) MLPF&S and MLPro engaged in a series of complex trades that allowed it to use customer cash to finance firm inventory, (ii) MLPF&S allowed certain of its clearing banks to hold liens on customer securities, and (iii) MLPF&S used language in certain of its policies, procedures, and agreements with employees that unduly limited the disclosure of confidential information. In determining to accept MLPF&S’s and MLPro’s offer, the SEC considered remedial acts promptly undertaken by MLPF&S and MLPro and substantial cooperation afforded the SEC staff during the course of its investigation. In the order, (i) MLPF&S and MLPro were censured, (ii) MLPF&S was ordered to cease and desist from committing or causing any violations and any future violations of Sections 15(c)(3) and 17(a)(1) of the Exchange Act and Rules 15c3-3, 17a-3(a)(10), 17a-5(a), 17a-5(d)(2)(ii), 17a-5(d)(3), 17a-11(e) and 21F-17 thereunder, (iii) MLPro was ordered to cease and desist from committing or causing any violations and any future violations of Sections 15(c)(3) and 17(a)(1) of the Exchange Act and Rules 15c3-3, 17a-3(a)(10) and 17a-5(a) thereunder, (iv) MLPF&S and MLPro were ordered to pay disgorgement of \$50,000,000 and prejudgment interest in the amount of \$7,000,000, and (v) MLPF&S was ordered to pay a civil monetary penalty of \$358,000,000.

MLPF&S FINRA AWC 12/16/2015

The Financial Industry Regulatory Authority (FINRA) alleged that from January 2009 through October 28, 2013, MLPF&S did not conduct adequate background checks on approximately 4,500 non-registered associated persons, after its acquisition by Bank of America Corporation and the resulting organizational changes. Of that total, approximately 3,145 were fingerprinted, but were screened under the standards applicable to banks and not to broker-dealers; approximately 1,115 were not fingerprinted; and approximately 240 were not fingerprinted until after they joined MLPF&S. As a result, FINRA alleged individuals were not properly screened for statutory disqualifications under the Exchange Act (and one person subject to an Exchange Act statutory disqualification actually associated with MLPF&S); MLPF&S did not have adequate records and MLPF&S did not adequately supervise the fingerprinting process. FINRA alleged violations of Section 17(f) of the Exchange Act and Rule 17f-2 thereunder; Section 17(a) of the Exchange Act and Rules 17a-3(a)(12)(i)(G) and 17a-3(a)(13) thereunder; Article III, Section 3(b) of the FINRA By-Laws; NASD Rule 3010 and FINRA Rules 4511 and 2010. MLPF&S accepted and consented to the entry of an AWC, without admitting or denying the findings. MLPF&S consented to the imposition of the following sanctions: (1) a censure, (2) a fine in the amount of \$1,250,000, and (3) a certain undertaking. In connection with the AWC, MLPF&S agreed to an undertaking to review its systems and procedures regarding the identification, fingerprinting, and screening of non-registered associated persons to ensure that current systems and procedures are reasonably designed to achieve compliance with all securities laws and regulations, including Section 17(a) of the Exchange Act and Rule 17a-3 thereunder, Section 17(f) of the Exchange Act and Rule 17f-2 thereunder, FINRA By-Laws Article III, Section 3(b), and FINRA Rule 4511.

MLPF&S SEC MCDC Order 6/18/2015

The SEC deems it appropriate and in the public interest that public administrative and cease-and-desist proceedings be, and hereby are, instituted against MLPF&S. MLPF&S willfully violated section 17(a)(2) of the Securities Act. MLPF&S, a registered broker-dealer, conducted inadequate due diligence in certain offerings and as a result, failed to form a reasonable basis for believing the truthfulness of the assertions by these issuers and/or obligors regarding their compliance with previous continuing disclosure undertakings pursuant to Rule 15c2-12. This resulted in MLPF&S offering and selling municipal securities on the basis of materially misleading disclosure documents. The violations were self-reported by MLPF&S to the SEC pursuant to the Division of Enforcement’s (the “Division”) Municipalities Continuing Disclosure Cooperation (MCDC) initiative. The MLPF&S shall cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) of the Securities Act, pay a civil money penalty in the amount of \$500,000 and comply with the undertakings enumerated in the offer of settlement.

MLPF&S Regulation SHO Settlement 6/01/2015

On June 1, 2015, MLPF&S and an affiliate (the “Firms”) pursuant to an SEC administrative order (the “SHO Order”), were ordered to cease and desist from violations of Rule 203(b) of Regulation SHO under the Exchange Act arising from practices related to execution of short sales. The Firms acknowledged that they violated Rule 203(b) of Regulation SHO in connection with their practices related to execution of short sales. The Firms agreed in the SHO Order to (1) cease and desist from committing or causing any violations and any future violations of Rule 203(b) of Regulation SHO; (2) be censured; (3) pay disgorgement of \$1,566,245.67 plus prejudgment interest; (4) pay a civil monetary penalty of \$9 million; and (5) comply with certain undertakings, including retaining an independent consultant within thirty (30) days of entry of the SHO Order to conduct a review of the Firms’ policies, procedures and practices with respect to their acceptance of short sale orders for execution in reliance on the ETB List and procedures to monitor compliance therewith to satisfy certain of their obligations under Rule 203(b) of Regulation SHO.

BANA Servicemembers Civil Relief Act Settlement 5/29/2015

On May 29, 2015, the Comptroller of the Currency (“OCC”) issued an Order to Cease and Desist and Order of Assessment of a Civil Money Penalty (together, the “Orders”) against Bank of America, N.A. (“BANA”) relating to the Servicemembers Civil Relief Act (“SCRA”) and BANA’s sworn document and collections litigation practices. In the Orders, the OCC identified (i) unsafe or unsound practices in connection with BANA’s efforts to comply with the SCRA, (ii) SCRA violations, and (iii) unsafe or unsound practices in connection with BANA’s sworn document and collections litigation practices. Regarding the SCRA, the Orders stated BANA failed to have effective policies and procedures to ensure compliance with SCRA; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its SCRA compliance processes; failed to devote to its SCRA compliance processes adequate internal controls, compliance risk management, internal audit, third party management, and training; and engaged in violations of the SCRA. Regarding the sworn document and collections litigation process, the Orders stated that BANA filed or caused to be filed in courts affidavits executed by its employees or employees of third party service providers making assertions that, in many cases, were not based on personal knowledge or review of relevant books and records; filed or caused to be filed in court affidavits when BANA did not follow proper notary procedures; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its sworn document and collections litigation processes; and failed to sufficiently oversee outside counsel and other third-party providers handling sworn document and collections litigation services. In the Orders, BANA agreed to pay a civil money penalty in the total amount of \$30 million, has begun corrective action, and is committed to taking all necessary and appropriate steps to remedy the deficiencies, unsafe or unsound practices, and violations of law identified by the OCC, and to enhance its SCRA compliance practices and sworn document and collections litigation practices. Specifically, BANA agreed to: (a) appoint and maintain a compliance committee to monitor and oversee BANA’s compliance with the Orders and to approve measures to ensure compliance; (b) submit an acceptable plan containing a complete description of the actions to achieve compliance with the Orders; (c) submit a written plan to effectively implement an enterprise-wide compliance risk management program regarding compliance with all applicable laws, regulations, and regulatory guidance; (d) conduct a written, comprehensive assessment of its risk in SCRA compliance operations, including but not limited to, operational, compliance, legal, and reputational risks; (e) submit acceptable written plans to ensure its compliance with the SCRA and with regard to collections litigation; (f) submit plans to conduct a SCRA review and a collections litigation review of accounts, SCRA and collections litigation remediation, and SCRA internal audit; (g) submit policies and procedures for SCRA third party management and improvements to its management information systems for SCRA compliance activities, and to provide certain reports to the compliance committee; (h) submit written plans, programs, policies, and procedures required by the Orders; and (i) submit a written progress report dealing the form and manner



of all actions taken to secure compliance with the provision of the Orders and the results thereof. In settlement of this matter, BANA consented and agreed to the issuance of the Orders, which the OCC has determined to accept and has issued. BANA neither admits nor denies the findings in the Orders.

#### BAC Foreign Exchange Settlement 5/20/2015

On May 20, 2015, the Board of Governors of the Federal Reserve System (“FRB”) issued an Order to Cease and Desist and Order of Assessment of a Civil Money Penalty against Bank of America Corporation (“BAC”) relating to its foreign exchange (“FX”) activities (“Order”) from 2008 through 2013. The Order states that (a) BAC lacked adequate firm-wide governance, risk management, compliance and audit policies and procedures to ensure that certain of the firm’s FX activities complied with safe and sound banking practices, applicable U.S. laws and regulations, including policies and procedures to prevent potential violations of the U.S. commodities, antitrust and criminal fraud laws, and applicable internal policies; (b) BAC’s deficient policies and procedures prevented BAC from detecting and addressing periodic conduct by Bank of America, N.A.’s traders relating to certain communications by these traders; and (c) as a result of deficient policies and procedures described above, BAC engaged in unsafe and unsound banking practices. In the Order, BAC agreed to pay a civil money penalty in the total amount of \$205 million and continue to implement additional improvements in its internal controls, compliance, risk management, and audit programs for the FX activities in order to comply with BAC policies, safe and sound banking practices, and applicable U.S. laws/regulation. Specifically, BAC agreed: (a) BAC shall submit a written plan to improve senior management’s oversight of BAC’s compliance with applicable U.S. laws/regulations and internal policies in connection with certain wholesale trading and sales activities; (b) BAC shall submit an enhanced written internal controls and compliance program to comply with applicable U.S. laws/regulations with respect to certain wholesale trading and sales activities; (c) BAC shall submit a written plan to improve its compliance risk management program with regard to compliance with applicable U.S. laws/regulations with respect to certain wholesale trading and sales activities; (d) BAC management shall annually conduct a review of compliance policies and procedures applicable to certain wholesale trading and sales activities and their implementation and an appropriate risk-focused sampling of other key controls for certain wholesale trading and sales activities; (e) BAC shall submit an enhanced written internal audit program with respect to compliance with U.S. laws/regulations in certain wholesale trading and sales activities; and (f) BAC shall not in the future directly or indirectly retain any individual as an officer, employee, agent, consultant, or contractor of BAC or of any subsidiary who, based on the investigative record compiled by U.S. authorities, participated in the misconduct underlying the Order, has been subject to formal disciplinary action as a result of BAC’s internal disciplinary review or performance review in connection with the conduct, and has either separated from BAC or any subsidiary thereof or had his/her employment terminated in connection with the conduct. In settlement of this matter, BAC consented and agreed to the issuance of the Order, which the FRB has determined to accept and has issued.

#### Massachusetts Securities Division Consent Order 3/23/2015

This Massachusetts Securities Division (the “Division”) consent order addressed allegations that MLPF&S violated the Massachusetts Uniform Securities Act (the “Act”) and Code of Massachusetts Regulations (the “Regulations”) resulting from its use of an unapproved internal presentation given to its financial advisors. Without admitting or denying the allegations, MLPF&S agreed to cease and desist from conduct in violation of the Act and the Regulations, agreed to be censured by the Division, agreed to pay an administrative fine of \$2,500,000, and agreed to conduct a review of MLPF&S’s policies and procedures for the review and approval of internal-use materials, identify changes or enhancements that will be made to these MLPF&S policies and procedures, and provide a report to the Division.

#### MLPF&S New Hampshire Consent Order 12/29/2014

The New Hampshire Bureau of Securities Regulation (the “Bureau”) determined that, in violation of New Hampshire law, MLPF&S’s agents licensed in New Hampshire placed telemarketing calls to New Hampshire residents who were not clients of MLPF&S at the time of the calls and whose numbers appeared on MLPF&S’s internal do not call list or on the FTC’s National Do Not Call Registry. Further during the course of its investigation, the Bureau determined that MLPF&S did not reasonably supervise the telemarketing activities of its agents licensed in New Hampshire. Without admitting or denying the facts or allegations, MLPF&S consented to the entry of the Consent Order and consented to (i) cease and desist from further violations of N.H. RSA 421-B, (ii) pay the Bureau’s cost of investigation in the amount of \$50,000, (iii) pay an administrative fine of \$350,000, and (iv) comply with all other undertakings and sanctions. Since the initiation of the Bureau’s investigation, MLPF&S agreed to and completed enhancements and provided evidence to the Bureau of the completed enhancements to its telemarketing policies and procedures.

#### BOAMS Injunctive Action 11/25/2014

On November 25, 2014, the U.S. District Court for the Western District of North Carolina issued a Final Judgment as to MLPF&S and other entities, including Bank of America, National Association (“BANA”) (collectively the “Entities”) (the “SEC Final Judgment”) in the civil injunctive action for which a complaint was filed by the Securities and Exchange Commission on August 6, 2013 against the Entities (the “SEC Complaint”). The SEC Complaint alleged that the Entities made material misrepresentations and omissions in connection with the sale of Residential Mortgage-Backed Securities (“RMBS”). Specifically, the SEC Complaint alleged that the Entities failed to disclose the disproportionate concentration of wholesale loans underlying the RMBS as compared to prior RMBS offerings. The SEC Complaint also alleged that the concentration of wholesale loans in the RMBS included higher likelihood that the loans would be subject to material underwriting errors, become severely delinquent, fail early in the life of the loan, or prepay. The SEC Complaint further alleged that the entities violated Regulation S-K and Subpart Regulation AB of the Securities Act of 1933 by failing to disclose material characteristics of the pool of loans underlying the RMBS, that the Entities made material misrepresentations and omissions in their public files and in the loan tapes provided to investors and rating agencies, and that Entities not including BANA violated section 5(b)(1) of the Securities Act by failing to file with the SEC certain loan tapes that were provided only to select investors. The Entities consented to the entry of the SEC Final Judgment without admitting or denying the allegations in the SEC Complaint. The SEC Final Judgment states that the Entities are permanently restrained and enjoined from violating Sections 17(a)(2) and 17(a)(3) of the Securities Act of 1933, and jointly and severally liable for disgorgement of \$109,220,000, prejudgment interest of \$6,620,000 and a civil penalty of \$109,220,000 (together the “Funds”); the District Court retained jurisdiction over the administration of any distribution of the Funds.

#### BANA OCC Foreign Exchange Settlement 11/11/2014

On November 11, 2014, the Office of the Comptroller of the Currency of the United States of America (“OCC”) issued a Consent Order and a Consent Order for the Assessment of a Civil Money Penalty against BANA related to its foreign exchange (FX) business (“Orders”) from 2008 through 2013. The OCC found, and BANA neither admitted nor denied, that BANA had deficiencies in its internal controls and had engaged in unsafe or unsound banking practices with respect to the oversight and governance of BANA’s FX trading business such that the bank failed to detect and prevent certain conduct. Specifically, the OCC found that: a) BANA’s compliance risk assessment lacked sufficient granularity and failed to identify the risks related to sales, trading and supervisory employees in that business (“Employee”); b) BANA’s transaction monitoring and communications surveillance lacked an adequate analysis of risk-behavior related to Employee market conduct in its wholesale foreign exchange business where it is acting as principal (“FX Trading”); c) BANA’s compliance testing procedures were inadequate to measure adherence to its standards of Employee conduct and firm policies applicable to Employee market conduct in FX Trading; and d) BANA’s risk assessment and coverage of the FX trading business needed improvement to identify and mitigate compliance risks related to Employee market conduct; e) BANA’s customer information controls were inadequate regarding the WM/Reuters order book to prevent the misuse of customer information; f) BANA’s risk and profitability reporting was inadequate to identify potential Employee market misconduct in FX Trading; and g) BANA’s FX business supervision routines were inadequate because they created “gaps” in the Employee market conduct supervisory framework. In the Orders, BANA agreed to make a payment of a civil money penalty in the total amount of \$250 million. Also, BANA committed (and had already begun) taking all necessary and appropriate steps to remedy the deficiencies and unsafe or unsound practices identified by the OCC and has begun implementing procedures to remediate the practices addressed in the Orders. Specifically, BANA agreed to: a) maintain a board compliance committee responsible for monitoring and coordinating BANA’s compliance with the provisions in the Orders; b) submit to the OCC an action plan describing the actions that are necessary and appropriate to achieve compliance with certain aspects of the Orders; c) submit an acceptable oversight and governance written plan to provide for certain management oversight and governance relating to Employee market conduct in FX Trading; d) submit an acceptable compliance risk assessment written plan to provide for a compliance risk assessment sufficiently granular to identify risks related to Employee market conduct in FX Trading; e) submit an acceptable monitoring and surveillance written plan to provide for appropriate monitoring and communications surveillance related to Employee market conduct in FX Trading; f) submit an acceptable compliance testing written plan to provide for appropriate compliance testing related to Employee market conduct in FX Trading; g) submit an acceptable internal audit written plan for the internal audit program to adequately address Employee market conduct in FX Trading; and h) submit an acceptable other trading activities written plan to ensure that BANA proactively uses a risk-based approach to apply Employee market conduct remedial measures in the Orders to other wholesale trading as principal for the BANA and benchmark activities as appropriate and defined in the BANA’s written plan.

#### BAC Regulatory Capital Overstatements 9/29/2014

The Securities and Exchange Commission ("Commission") alleged that BAC, as part of its regulatory capital calculations, failed to deduct certain realized losses on certain structured notes and other financial instruments (the "Notes") issued by Merrill Lynch & Co., Inc. ("ML&Co.") that BAC assumed or acquired as part of its acquisition of ML&Co. and, therefore, BAC overstated its regulatory capital in its Form 10-Q filings from 2009-2014 and in its Form 10-K filings for financial years 2009-2013. The Commission alleged that BAC violated Section 13(b)(2)(A) and (B) of the Exchange Act. On September 19, 2014, BAC, without admitting or denying the Commission's findings, except as to the Commission's jurisdiction over it and the subject matter of the proceedings, agreed to (1) cease and desist from committing or causing any violations and any future violations for Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act, and (2) pay a civil money penalty of \$7,650,000. The Commission noted that BAC self identified and self reported the overstatements and the Commission noted that BAC had provided substantial cooperation to the Commission staff. The Commission also noted that BAC had voluntarily undertaken steps to remediate and address, among other things, the inadequate books and records and internal accounting control deficiencies that were the subject of the proceeding.

#### BAC Mortgage Obligations SEC Administrative Proceeding 8/21/2014

The Securities and Exchange Commission ("Commission") alleged that BAC failed to make required disclosures in the Management's Discussion and Analysis and Results of Operations ("MD&A") sections of periodic filings, related to known uncertainties as to whether certain costs related to loans BAC would ultimately be required to repurchase from certain insurers would have a material effect on BAC's future income from continuing operations. The Commission alleged that BAC violated Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-13 thereunder. BAC agreed to (1) cease and desist from committing or causing any violations and any future violations of Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-13 promulgated thereunder; and (2) pay a civil money penalty of \$20 million. In addition, BAC admitted to certain facts set out in an annex to the Administrative Order, acknowledged that its conduct set forth in the annex to the Administrative Order violated the federal securities law and admitted to the Commission's jurisdiction over it and the subject matter of the proceedings.

#### MLPF&S Blue Sheet AWC 6/04/2014

Without admitting or denying the findings, MLPF&S consented to a fine of \$1,000,000, a censure, certain undertakings, and to the entry of findings that it submitted at least 5,323 inaccurate blue sheets to various securities regulators, including the SEC and FINRA. The findings stated that the inaccurate blue sheets failed to include customer names and addresses for trades made on the day the customer opened a firm account. Between 2008 and January 2014, a trade could occur in a new customer's account before the customer's name and address data was fully populated. In such instances, MLPF&S listed "no name" on the blue sheets associated with such trades. As a result of this problem, MLPF&S submitted at least 2,980 inaccurate blue sheets to the SEC; 1,538 inaccurate blue sheets to FINRA; 733 inaccurate blue sheets to NYSE; and 72 inaccurate blue sheets to other regulators. The findings also stated that MLPF&S failed to have in place an audit system reasonably providing for accountability of its blue sheet submissions and designed to ensure compliance with federal securities laws. MLPF&S agreed to conduct a review of its policies, systems, and procedures (written or otherwise) relating to its compilation and submission of blue sheet data and the audit deficiencies addressed in the Acceptance, Waiver & Consent ("AWC").

#### BANA/FIA CFPB Consent Order 4/7/2014

On April 7, 2014, the Consumer Financial Protection Bureau ("CFPB") issued a Consent Order against Bank of America, National Association ("BANA") and FIA Card Services, National Association. The Order identified deficiencies in connection with fulfillment of customer processing concerning the provision of identity theft protection products as well as vendor and risk management protocols concerning so-called "add-on" products. In addition, the CFPB identified what it alleged were deceptive statements in connection with the marketing and sale of credit card debt cancellation products. Without admitting or denying any findings of fact or violations of law or wrongdoing, BANA and FIA Card Services, National Association consented to a civil monetary penalty of \$20,000,000 and to cease and desist from engaging in further violations of law in connection with the marketing and administration of credit protection products and the billing and administration of identity protection products. Further, the Consent Order requires a restitution plan to be submitted to the CFPB and, following approval, the provision of restitution to borrowers. In addition, the Consent Order requires the submission of enhanced vendor management policies; enhanced risk management policies and procedures; and enhanced internal audit reviews of add-on products to assess Unfair, Deceptive, or Abusive Acts or Practices ("UDAAP") risk.

#### BANA/FIA OCC Consent Order 4/7/2014

On April 7, 2014, the OCC issued a Consent Order against BANA and FIA Card Services, National Association. The Order identified deficiencies in connection with fulfillment of customer processing concerning the provision of identity theft protection products as well as vendor and risk management protocols concerning so-called "add-on" products. Without admitting or denying the findings, BANA and FIA Card Services, National Association consented to a civil monetary penalty of \$25,000,000. Further, the Consent Order requires a restitution plan to be submitted to the OCC and, following approval, the provision of restitution to borrowers. In addition, the Consent Order requires the submission of enhanced vendor management policies; enhanced risk management policies and procedures; and enhanced internal audit reviews of add-on products to assess Unfair, Deceptive, or Abusive Acts or Practices ("UDAAP") risk.

#### BAC NYAG Settlement 3/25/2014

On February 4, 2010, the New York Attorney General filed a civil complaint in the Supreme Court of New York State, entitled *People of the State of New York v. Bank of America, et al.* The complaint named as defendants BAC and BAC's former chief executive and chief financial officers, Kenneth D. Lewis, and Joseph L. Price, and alleged violations of Sections 352, 352-c(1)(a), 352-c(1)(c), and 353 of the New York Martin Act, and Section 63(12) of the New York Executive Law. The complaint attacked the sufficiency and accuracy of Bank of America's disclosures and its practices related to practices related to Bank of America's merger with Merrill Lynch & Co., Inc. (the "Merger"), including: (i) the disclosure of Merrill Lynch & Co., Inc.'s financial condition and its interim and projected losses during the fourth quarter of 2008, (ii) BAC's contacts with federal government officials regarding the BAC's consideration of invoking the material adverse effect clause in the merger agreement with Merrill Lynch & Co., Inc. and the possibility of obtaining additional government assistance, (iii) the disclosure of the payment and timing of year-end incentive compensation to Merrill Lynch & Co., Inc. employees, and (iv) public statements regarding the due diligence conducted in connection with the Merger and positive statements regarding the Merger. The complaint sought an unspecified amount in disgorgement, penalties, restitution, and damages, costs and other equitable relief, although the NYAG withdrew its demand for damages. On March 25, 2014, BAC entered into a settlement agreement terminating the New York Attorney General's lawsuit against BAC. BAC agreed to pay the New York Attorney General \$15,000,000 (as costs of investigation and subsequent litigation) as well as making several corporate governance changes.

#### MLPF&S CDO Settlement 12/12/2013

Pursuant to an Offer of Settlement made by MLPF&S, on December 12, 2013 the SEC issued an order ("Order") stating that MLPF&S violated the federal securities laws in connection with its structuring and marketing of a series of collateralized debt obligation transactions ("CDOs") in 2006 and 2007. According to the Order, MLPF&S failed to inform investors in two CDOs that a hedge fund firm that bought the equity in the transactions but whose interests were not necessarily the same as those of the CDOs' other investors, had undisclosed rights relating to, and exercised significant influence over, the selection of the CDOs' collateral. The Order stated that, as a result of its conduct, MLPF&S violated Sections 17(a)(2) and 17(a)(3) of the Securities Act of 1933 ("Securities Act") and section 17(a)(1) of Exchange Act and Rule 17a-3(a)(2) thereunder. MLPF&S consented to the entry of the Order without admitting or denying the findings therein. The Order (1) required that MLPF&S cease and desist from committing or causing any violations and any future violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act and Section 17(a)(1) of the Exchange Act and Rule 17a-3(a)(2) thereunder; (2) censured MLPF&S; and (3) required that MLPF&S pay disgorgement of \$56,286,000 and prejudgment interest of \$19,228,027 and a civil money penalty in the amount of \$56,286,000 (for a total payment of \$131,800,027).

#### Massachusetts Securities Division Order 10/30/2013

The Massachusetts Securities Division (the "Division") alleged that MLPF&S failed to reasonably supervise a former agent in violation of M.G.L. c. 110A, §204(a)(2)(J). On October 30, 2013, without admitting or denying the alleged Violations of Law, MLPF&S consented to the entry of a Consent Order, paid a civil penalty of \$500,000, agreed to offer reimbursement to five current or former MLPF&S clients, agreed to certify that it has reviewed its policies and procedures with regard to the monitoring of employee accounts, agreed to a censure, and agreed to cease and desist from violating M.G.L. c. 110A, §204(a)(2)(J).

### MLPF&S FINRA AWC 10/24/2013

MLPF&S effected securities transactions while a trading halt was in effect with respect to the securities. MLPF&S transmitted reports to the Order Audit Trail System (OATS) that contained an inaccurate originating department ID, submitted erroneous desk reports, submitted reports with an incorrect special handling code, erroneous handling codes, incorrect order received time, incorrect limit price, submitted reports without a reporting exception code, incorrectly submitted a new order report and route reports, and failed to submit a route report. MLPF&S made available a report on the covered orders in National Market System Securities it received for execution from any person which included incorrect information. MLPF&S incorrectly classified a covered order as not covered and calculated and reported an incorrect amount of total covered orders, covered shares, and total cancelled shared. MLPF&S failed to report to the FINRA/NASDAQ Trade Reporting Facility (FNTRF) the correct symbol indicating the related market center in transactions in reportable securities. MLPF&S failed to report the exercise of an over-the-counter (OTC) option. MLPF&S's supervisory system did not provide for supervision reasonably designed to achieve compliance with applicable securities laws, regulations and FINRA Rules addressing quality of market topics. MLPF&S's written supervisory procedures (WSPs) failed to provide for minimum requirements for adequate WSPs in trade reporting (use of trade modifiers, third party reporting); OATS (accuracy of data); and multiple market participant identifiers (approval of MPIDs). MLPF&S had fail-to-deliver positions at a registered clearing agency in an equity security that resulted from a long sale, and did not close the fail-to-deliver positions by purchasing securities of like kind and quantity within the time frame prescribed by SEC Rule 204(A)(1). MLPF&S executed short sale orders and failed to properly mark the orders as short. MLPF&S failed to contemporaneously or partially execute customer limit orders in a NASDAQ security after it traded each subject order for its own market-making account at a price that would have satisfied each customer's limit order. MLPF&S failed to report complete and accurate data to the FNTRF in transactions in reportable securities. MLPF&S incorrectly reported an agency cross transaction as a principal transaction with a blank contra party; failed to report the contra party broker-dealer on principal trades; reported an incorrect buy/sell indicator; failed to report the correct execution time; and failed to timely submit non-tape reports with the .RX modifier. Without admitting or denying the findings, MLPF&S consented to the described sanctions and to the entry of findings; therefore, MLPF&S is censured, fined \$85,000, required to pay \$77.98, plus interest, in restitution and required to revise its WSPs regarding trade reporting (use of trade modifiers, third party reporting); OATS (accuracy of data); and multiple market participant identifiers (approval of MPIDs) within 30 business days of acceptance of this AWC by the NAC. A registered firm principal shall submit satisfactory proof of payment of the restitution, or of reasonable and documented efforts undertaken to effect restitution to FINRA no later than 120 days after acceptance of this AWC. Any undistributed restitution and interest shall be forwarded to the appropriate escheat, unclaimed property or abandoned property fund for the state in which the customer last resided.

### MLPF&S District of Columbia Settlement 9/10/2013

An agent of the MLPF&S failed to furnish a client material information that the client was entitled to on a timely basis in violation of 26 DCMR B 119.2(u). As a result of the agent's conduct, MLPF&S violated just and equitable standards of conduct (FINRA Rule 2010), in violation of 26 DCMR B 119.2 (bb). On September 10, 2013, without admitting or denying the Statement of Facts and Conclusions of Law, MLPF&S consented to the entry of the Administrative Settlement Agreement, paid \$15,000 to the District of Columbia's general fund, and shall cease and desist from violating 26 DCMR B 119.2 (bb).

### BANA MAS Censure 6/14/2013

On June 14, 2013, the Monetary Authority of Singapore ("MAS") took administrative action against Bank of America, National Association (Singapore Branch) ("BANA Singapore") and eighteen other banks in the market for deficiencies in governance, risk management, internal controls, and surveillance systems from 2007 to 2011 related to the submission processes for Singapore dollar interest rate benchmarks – specifically, SIBOR and SOR – and Foreign Exchange spot benchmarks in four emerging market Asian currencies ("ABS Benchmarks"). In addition, the MAS determined BANA Singapore personnel engaged in electronic communications in which they initiated, received, acknowledged, or relayed requests to improperly influence submissions for certain of the above-referenced ABS Benchmarks. The MAS stated it had not made the finding that the ABS Benchmarks had been manipulated by any of the nineteen banks subject to its order, but found that the action of the BANA Singapore (and other banks') personnel reflected a lack of professional conduct and integrity. The MAS is requiring BANA Singapore to adopt measures to address the deficiencies, report its progress in addressing these deficiencies on a quarterly basis, and conduct independent reviews to ensure the robustness of the remedial measures. BANA Singapore was not fined, but instead was required to post with the MAS for one year a statutory reserve of 700 million Singapore dollars (approximately US\$551 million) which is refundable upon satisfaction of the MAS's order on remedial measures.

### Massachusetts Securities Division 144A Securities 4/18/2013

The Massachusetts Securities Division (Division) alleged that MLPF&S violated Sections 204(a)(2)(G) and 204(a)(2)(J) of the Massachusetts Uniform Securities Act ("Act") in connection with the sale of unregistered securities by MLPF&S to two Massachusetts cooperative banks and their subsidiaries. On April 18, 2013, without admitting or denying the allegations, MLPF&S entered into a settlement with the Division, in which it agreed to permanently cease and desist from violating the Act and to pay a civil penalty in the amount of \$250,000. MLPF&S also represented that it had entered into separate independent settlement agreements with the banks, pursuant to civil actions.

### MLPF&S BondMarket Matter 4/02/2013

MLPF&S's proprietary bond market order execution system had a flawed pricing logic, with respect to non-convertible preferred securities, that only incorporated the quotations from the two primary exchanges where the securities were listed. As a result, in instances where there was a better price on a market other than the primary listing exchange, the firm systematically executed transactions in non-convertible preferred securities with its customer on its proprietary order execution system at prices inferior to the national best bid or offer (NBBO). In 12,259 transactions for or with a customer, the firm thus failed to use reasonable diligence to ascertain the best inter-dealer market and failed to buy or sell in such market so that the resultant price to its customer was as favorable as possible under prevailing market conditions. The firm failed to establish and maintain a supervisory system, including written supervisory procedures (WSPs) reasonably designed to ensure compliance with the firm's best execution obligations for transactions in non-convertible preferred securities executed on its order execution system. The firm's supervisory system was deficient in that it failed to perform any post execution review of non-convertible preferred transactions executed on its system to ensure compliance with its best execution obligations despite the fact it received several inquiry letters from FINRA regarding the relevant conduct. Although the firm took some remedial measures intended to address issues raised by FINRA, it failed to identify the flawed pricing logic until a later date. Approximately 2,200 transactions were identified on FINRA's best execution report cards available to the firm for over three years. Despite these red flags, the firm failed to perform any meaningful supervisory review for best execution of non-convertible preferred transactions executed on its proprietary system. The firm's WSPs were not adequate for almost three years in that they did not describe the supervisory steps to be taken by the person responsible for a best execution supervisory review of non-convertible preferred transactions executed on its proprietary system. For two years, the firm's WSPs did not provide for the person or persons responsible for ensuring compliance with the applicable rules; a statement of the supervisory steps to be taken by that person; a statement as to how often such person should take such steps; and a statement as to how the completion of supervisory reviews should be documented. On April 2, 2013, without admitting or denying the findings, the firm consented to the described sanctions and to the entry of findings; therefore, the firm is censured, fined \$1,050,000.00, required to revise its WSPs regarding supervisory procedures to be followed by the person responsible for best execution of non-convertible preferred transactions executed on its proprietary order execution system within 30 business days of acceptance of this AWC by the NAC, and to pay restitution of \$323,950.04, plus interest, in connection with the 12,259 transactions. A registered firm principal shall submit satisfactory proof of payment of the restitution, or of reasonable and documented efforts undertaken to effect restitution to FINRA no later than 120 days after acceptance of this AWC. Any undistributed restitution and interest shall be forwarded to the appropriate escheat, unclaimed property or abandoned property fund for the state in which the customer last resided.

### Cal PSA Matter 12/27/2012

MLPF&S and Banc of America Securities LLC, which was consolidated into MLPF&S, were members of a municipal securities association which requested that its members make underwriting assessment payments of \$0.01 per bond, and later \$0.02 per bond, when they participated in bond issuances in California of more than \$2 million in issue size with more than two years to maturity. The municipal securities association's mission was to keep its members informed of legislative and regulatory developments affecting the municipal securities industry and to provide a forum through which the municipal securities industry could review and respond to these developments. The association billed its members on the per-bond basis, regardless of whether there was any direct relationship between that bond issuance and the association's activities, and regardless of whether the association provided any services required for the underwriting. The firms paid the association a total of \$387,455.62 for participating in the underwriting of approximately 252 applicable transactions. The firm obtained reimbursement for the voluntary payments from the proceeds of municipal and state bond offerings which was unfair. The assessments did not have a direct relationship to any activities conducted with respect to each bond offering. The firm was not required by any statute or regulations to be a member of the

association yet treated its assessments as an expense of each transaction and requested and received reimbursement of the payments from the proceeds of each bond offering. The firm listed the underwriting assessments as expenses of the underwriting but its requests for reimbursement were not fair because they were not accompanied by adequate disclosure to issuers. The firm's practices resulted in the expenditure of the proceeds of municipal and state bond offerings to an organization engaged in political activities. In response to a request from the Treasurer of the State of California, the firms have returned \$100,255.58 to multiple issuers as a refund for the underwriting assessments reimbursed from offering proceeds. The firms failed to adopt, maintain and enforce written supervisory procedures (WSPs) reasonably designed to ensure compliance with MSRB Rule G-17 as it relates to the conduct described here. The firms failed to establish reasonable procedures for reviewing and disclosing expenses for municipal securities associations for which it requested reimbursement from the proceeds of municipal and state offerings, and for ensuring that those requests were fair and adequate. The firms also failed to adopt, maintain and enforce adequate systems and WSPs reasonably designed to monitor how the municipal securities associations to which it belonged used the funds that the firm provided. Adequate policies and procedures were especially necessary in light of one association's engagement in political activities. On December 27, 2012, without admitting or denying the findings, MLPF&S consented to the described sanctions and to the entry of findings; therefore, the firm is censured and fined \$787,000 for MSRB rule violations and ordered to pay \$287,200.04 in restitution and to submit satisfactory proof of payment of restitution or of reasonable documented efforts to effect restitution to the issuers located in California to which the firm has not yet provided restitution.

#### MLPF&S ICE Futures U.S. Settlement 8/22/2012

The Business Conduct Committee of ICE Futures U.S., Inc. determined that MLPF&S may have violated Exchange Rule 6.13(a) on February 2 and 3, 2011 by maintaining a short position in Cotton No. 2 for a corporate affiliate which exceeded the net 5,000 futures equivalent all months position limit. On August 22, 2012, without admitting or denying the violation of any Exchange Rules, MLPF&S agreed to pay a fine of \$25,000 and to cease and desist from future violations of Exchange Rule 6.13(a).

#### Global Mortgage Settlement 3/12/2012

On March 12, 2012, the Department of Justice and the Attorneys General of 49 states and the District of Columbia filed a complaint ("Complaint") and consent judgment against Bank of America Corporation, Bank of America, N.A., BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Services, LP, Countrywide Home Loans, Inc., Countrywide Financial Corporation, Countrywide Mortgage Ventures, LLC, and/or Countrywide Bank, FSB (together, "Bank of America" and the "Defendants") and other major mortgage servicers to settle a number of related investigations into residential loan servicing and origination practices (the "Settlement"). The Complaint alleged the Defendant's misconduct related to its origination and servicing of single family residential mortgages caused the Defendants to have violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure. On April 5, 2012, the U.S. District Court for the District of Columbia approved the Settlement by entering the consent judgment. As a result of the settlement, Bank of America Corporation and/or its affiliated entities shall pay or cause to be paid into an interest bearing escrow account to be established for this purpose the sum of \$2,382,415,075, which sum shall be added to funds being paid by other institutions resolving claims in this matter and according to certain criteria established in the settlement. Up to \$120 million of this amount may be treated as a civil penalty. In addition, Bank of America shall provide \$7,626,200,000 of relief to consumers who meet certain eligibility criteria relating to servicing of loans. The additional servicing and origination standards include the development of new or enhanced programs to provide borrower assistance, the development of proprietary programs to provide expanded mortgage modification solutions, including the broader use of principal reductions if permitted by the mortgage investor, enhanced programs for unemployed, military service members and other customers with identified special situations, enhanced facilitation of short sales, and the offer of other assistance programs, such as deed-in-lieu of foreclosure and funds for families transitioning out of home ownership. Also, Bank of America shall provide \$948,000,000 to a new refinancing program for current consumers who meet other eligibility criteria. The refinancing program is intended to expand refinancing opportunities or lower interest rates on Bank of America owned mortgages to provide reduced payments for many homeowners who are current on their payments but owe more than the current value of their homes. Following finalization of the settlement terms, Bank of America will finalize its program enhancements and provide additional details of eligibility requirements. Bank of America consented to the entry of the Consent Judgment without admitting the allegations in the complaint other than those facts deemed necessary to jurisdiction. Bank of America made its payment to the escrow agent on April 11, 2012. The Settlement does not result in an injunction or any findings of violations of law.

#### *Gail Cahaly, et al. v. Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), Benistar Property Exchange Trust Co., Inc. ("Benistar"), et al. (Massachusetts Superior Court, Suffolk County, MA)*

Plaintiffs alleged that MLPF&S aided and abetted a fraud, violation of a consumer protection law, and breach of fiduciary duty allegedly perpetrated by Benistar, a former MLPF&S client, in connection with trading in the client's account. During the proceedings, plaintiff also made allegations that MLPF&S engaged in sanctionable conduct in connection with the discovery process and the trial. In 2002, following a trial, a jury rendered a verdict for plaintiffs. Thereafter, the Court granted MLPF&S's motion to vacate and plaintiffs' motion for a new trial. On June 25, 2009, following a retrial, the jury found in plaintiffs' favor. On January 11, 2011, the Court entered rulings denying plaintiffs' motion for sanctions and punitive damages, awarding certain plaintiffs consequential damages, and awarding attorneys' fees and costs. On February 7, 2011, the Court issued final judgment requiring MLPF&S to pay \$9,669,443.58 in consequential and compensatory damage plus statutory interest, and \$8,700,000 in attorneys' fees and costs; but denying plaintiffs' requests for punitive damages and sanctions. The client, a co-defendant, filed a notice of appeal on or about January 19, 2011. Plaintiffs and Applicant also appealed. While the appeals were pending, on December 26, 2012, Plaintiffs and Applicant agreed to settle for \$22,500,000.

#### MLPF&S Client Associate Registration Settlement

In September 2009, MLPF&S reached agreements in principle and final administrative settlements with the Texas State Securities Board and various state securities regulators relating to the state registration of sales assistants known as Client Associates. Without admitting or denying wrongdoing, MLPF&S agreed to certain undertakings and regulatory sanctions including reprimand or censure, agreement to cease and desist sales of securities through persons not registered with the states, payments of fines, penalties and other monetary sanctions (including past registration fees) of \$26,563,094.50 to be divided amongst the 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands, and payment of \$25,000 to the North American Securities Administrators Association. Fifty-one (51) of the potential 53 multistate settlements have been completed to date.

#### MLPF&S, BAI and BAS Auction Rate Securities Settlements

In August 2008, MLPF&S, BAS and BAI each reached certain agreements in principal with the Office of the New York State Attorney General, the Massachusetts Securities Division, various state securities regulators, and the staff of the SEC (the "ARS Settlements") relating to auction rate securities ("ARS"). As the result of the mergers of BAI with and into MLPF&S on October 23, 2009 and BAS with and into MLPF&S on November 1, 2010, MLPF&S assumed the liabilities of BAI and BAS in this matter. Without admitting or denying wrongdoing, each of the aforementioned entities has agreed to, pursuant to the terms of each settlement to which it is a party, among others, repurchase ARS at par value (plus any accrued but unpaid interest or dividends) from certain eligible customers, use best efforts to provide liquidity solutions for institutional holders of ARS, participate in a special arbitration process to the extent that eligible customers believe they had a claim for consequential damages, refund certain refinancing fees related to ARS, pay a civil money penalty and compensate other eligible customers who purchased ARS and sold them at a loss. Each of MLPF&S, BAS and BAI has substantially completed the purchase of those ARS. BAI and BAS also agreed to pay a total civil penalty of \$50,000,000 that will be distributed among the states and U.S. territories that enter into administrative or civil consent orders related to ARS. MLPF&S agreed to pay a \$125,000,000.00 civil penalty to be distributed similarly. Fifty-two (52) of the potential 54 MLPF&S multistate settlements have been completed to date. Fifty-one (51) of the potential 54 BAS/BAI multistate settlements have been completed to date.

**NOTE:** In addition, Bank of America Corporation and certain of its affiliates, including MLPF&S and BANA, have been involved in a number of civil proceedings and regulatory actions which concern matters arising in connection with the conduct of its business. Certain of such proceedings have resulted in findings of violations of federal or state securities laws. Such proceedings are reported and summarized in the MLPF&S Form BD as filed with the Securities and Exchange Commission, which descriptions are hereby incorporated by reference.

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder, each party hereto hereby agrees to the joint filing, on behalf of each of them, of any filing required by such party under Section 13 or Section 16 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with the Securities and Exchange Commission (and, if such security is registered on a national securities exchange, also with the exchange), and further agrees to the filing, furnishing, and/or incorporation by reference of this agreement as an exhibit thereto. This agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party.

IN WITNESS WHEREOF, each party hereto, being duly authorized, has caused this agreement to be executed and effective as of the date set forth below.

Date: July 6, 2016

BANK OF AMERICA CORPORATION

By: /s/ Sarah Turner  
Name: Sarah Turner  
Title: Attorney-in-fact

BANC OF AMERICA PREFERRED FUNDING CORPORATION

By: /s/ Edward Curland  
Name: Edward Curland  
Title: Authorized Signatory

**BANK OF AMERICA CORPORATION**  
**LIMITED POWER OF ATTORNEY**

**BANK OF AMERICA CORPORATION**, a Delaware corporation (the "Corporation"), does hereby irrevocably make, constitute, and appoint each of Eugene Rosati, Sarah Turner, Ronnie Ojera, Kelvin Kwok and Harshini Pavan Gopa as an attorney-in-fact for the Corporation acting for the Corporation and in the Corporation's name, place and stead, for the Corporation's use and benefit, to bind the Corporation by their execution of those agreements, forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934, and other large shareholder and short position regulatory reporting requirements in other jurisdictions. Any documents executed by an attorney-in-fact in accordance with this Limited Power of Attorney shall fully bind and commit the Corporation and all other parties to such documents may rely upon the execution thereof by the attorney-in fact as if executed by the Corporation and as the true and lawful act of the Corporation.

This Limited Power of Attorney shall automatically terminate as to the authority of Eugene Rosati, Sarah Turner, Ronnie Ojera, Kelvin Kwok and Harshini Pavan Gopa upon each such attorney-in-fact's resignation or termination from or transfer out of the Compliance Department; however; any such termination shall have no impact on any document or instrument connected therewith executed by any attorney-in-fact named above for the Corporation prior to such termination.

**IN WITNESS WHEREOF**, this Power of Attorney has been executed and delivered by the Corporation to each Attorney-in-Fact on this 2<sup>nd</sup> day of January, 2016.

**BANK OF AMERICA CORPORATION**

By: /s/ Ellen A. Perrin  
Name: Ellen A. Perrin  
Title: Assistant General Counsel

(Corporate Seal)

**OMNIBUS AMENDMENT**  
**TO**  
**VOTING TRUST AGREEMENTS**

This amendment (the "**Amendment**"), dated as of July 1, 2016, to each Voting Trust Agreement, referenced on Schedule B hereto, dated as of the date set forth on Schedule B hereto, by and among Lord Securities Corporation, as trustee (the "**Trustee**" or any successor thereto), Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors and assigns by operation of law ("**PFC**" or the "**Purchaser**") and Institutional Shareholder Services Inc. (the "**Voting Consultant**" or any successor thereto) relating to certain voting and consent matters concerning Variable Rate Muni Term Preferred Shares ("**VMTP Preferred Shares**") of each of the funds listed on Schedule A hereto (each, a "**Fund**") (each, an "**Agreement**") is entered into among the Trustee, the Purchaser and the Voting Consultant. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in each Agreement or in the Statement, as applicable to each such Fund (including by incorporation by reference).

**WHEREAS**, the Purchaser is the legal and Beneficial Owner of shares of VMTP Preferred Shares of each Fund pursuant to the terms of a purchase agreement, dated as of the same date as the corresponding Agreement referenced on Schedule B hereto, by and between the Purchaser and each Fund (each, a "**Purchase Agreement**");

**WHEREAS**, the parties hereto are parties to each Agreement; and

**WHEREAS**, the parties hereto desire to amend the terms of each Agreement as provided for herein.

**ACCORDINGLY**, each Agreement is hereby amended as follows:

**1. Amendment to each Agreement**

(i) The definition of "Affiliate" in Section 2 of each Agreement is hereby deleted in its entirety and replaced with the following:

""**Affiliate**" means, with respect to a Person, (i) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person or (ii) any other Person who is a director, officer, employee or general partner (a) of such Person, (b) of any majority-owned subsidiary or parent company of such Person or (c) of any Person described in clause (i) above. For the purposes of this definition, "control" of a Person shall mean (x) as defined for purposes of the 1940 Act and regulations thereunder, the power, direct or indirect, (A) to vote more than 25% of the securities having ordinary voting power for the election of directors of such Person or (B) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise or (y) as defined for purposes of the Bank Holding Company Act of 1956 and regulations thereunder, (A) directly or indirectly owning, controlling, or holding with power to vote 25% or more of any class of voting securities of such Person, (B) controlling in any manner the election of a majority of directors or trustees of such Person, or (C) having the power to exercise a controlling influence over the management or policies of such Person. For the avoidance of doubt, the term "Affiliate" shall include a tender option bond trust of which the Purchaser and/or one or more of its Affiliates collectively own a majority of the residual interests."

(ii) Section 5(a) of each Agreement is hereby amended to add the phrase "(as defined in Section 5(d))" after the term "Master Agreement" therein.

(iii) Section 7 of each Agreement is hereby amended to include the following sentence at the end of the last paragraph thereof:

"For the avoidance of doubt, the Purchaser shall not retain the right to vote or consent on any Voting Matters for which the Trustee does not provide a vote or consent on behalf of the Purchaser."

(v) Section 8(b) of each Agreement is hereby deleted in its entirety and replaced with the following:

"(b) **Of the Purchaser and the Voting Consultant.** The Trustee shall indemnify and hold the Purchaser and the Voting Consultant and the Purchaser's and the Voting Consultant's agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, reasonable costs, reasonable expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed, incurred or asserted against the Purchaser or the Voting Consultant in connection with the wilful misconduct or negligence of the Trustee in connection with the exercise of any powers or the performance of any duties by the Trustee as herein provided or contemplated, including, without limitation, any action taken or omitted to be taken, except, with respect to the Purchaser and the Voting Consultant separately, such as may arise from the wilful misconduct or gross negligence of the Purchaser or the Voting Consultant, respectively. In no event shall the Trustee be liable for special, incidental, indirect or consequential damages."

(vi) Section 13 of each Agreement is hereby deleted in its entirety and replaced with the following:

"All notices, requests and other communications to the Purchaser, the Trustee or the Voting Consultant shall be in writing (including telecopy, electronic mail or similar writing), except in the case of notices and other communications permitted to be given by telephone, and shall be given to such party at its address or telecopy number or email address set forth below or to such other Person and/or such other address or telecopy number or email address as such party may hereafter specify for the purpose by notice to the other party. Each such notice, request or other communication shall be effective (i) if given by mail, five days after such communication is deposited in the mail, return receipt requested, addressed as aforesaid, or (ii) if given by any other means, when delivered at the address specified in this Section. The notice address for each party is specified below:

if to the Purchaser:

Banc of America Preferred Funding Corporation

One Bryant Park

1111 Avenue of the Americas, 9th Floor

New York, New York 10036

Attention: James Nacos/Thomas Visone/Jason Strand

Telephone: (212) 449-7358 (Nacos and Visone)

(980) 386-4161 (Strand)

Email: james.nacos@baml.com;

thomas.visone@baml.com;

jason.strand@bankofamerica.com

if to the Trustee:

Lord Securities Corporation

48 Wall Street

New York, New York 10005

Attention: Edward O'Connell

Telephone: (212) 346-9018

Email: edward.oconnell@tmf-group.com

if to the Voting Consultant:

Institutional Shareholder Services Inc.

1177 Avenue of the Americas, 2nd Floor

New York, New York 10036

Attention: Lorraine Kelly, Executive Director

Telephone: (646) 680-6355

Email: lorraine.kelly@issgovernance.com

with a copy to:

Institutional Shareholder Services Inc.

702 King Farm Blvd., Suite 400

Rockville, MD 20850

Attention: General Counsel

Telephone: (301) 556-0420

Email: steven.friedman@issgovernance.com

## **2. Modification**

The parties hereto hereby agree that, except as specifically amended herein, each Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. All references in each Agreement and other documents related thereto shall be references to the Agreement as amended by this Amendment. Except as specifically provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under each Agreement, or constitute a waiver of any provision of any other agreement.

## **3. Benefit and Burden**

This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their legatees, distributees, estates, executors or administrators, personal and legal representatives, successors and assigns.

## **4. Severability**

The invalidity of any particular provision of this Amendment shall not affect the validity of the remainder hereof, and this Amendment shall be construed in all respects as if such invalid or unenforceable provision were omitted.

## **5. Headings**

The section headings herein are for convenience of reference only, and shall not affect the construction, or limit or otherwise affect the meaning hereof.

## **6. Applicable Law**

This Amendment shall be construed and enforced in accordance with the law of the State of New York.

THE PARTIES HERETO HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF FEDERAL AND NEW YORK STATE COURTS OF COMPETENT JURISDICTION LOCATED IN NEW YORK COUNTY, NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS AMENDMENT OR ANY MATTERS CONTEMPLATED HEREBY.

## **7. Waiver**

THE PURCHASER, THE TRUSTEE AND THE VOTING CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST THE OTHER(S) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AMENDMENT.

## **8. Counterparts**

This Amendment may be executed by the parties hereto in any number of separate counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

**[The rest of this page has been intentionally left blank]**



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

BANC OF AMERICA PREFERRED FUNDING CORPORATION, as Purchaser

By: /s/ Edward Curland  
Name: Edward Curland  
Title: Authorized Signatory

LORD SECURITIES CORPORATION, as Trustee

By: /s/ Edward O'Connell  
Name: Edward O'Connell  
Title: Senior Vice President

INSTITUTIONAL SHAREHOLDER SERVICES INC., as Voting Consultant

By: /s/ Allen Heery  
Name: Allen Heery  
Title: Chief Financial Officer

Schedule A

---

Nuveen New York Dividend Advantage Municipal Fund (NAN)

---

Nuveen Maryland Premium Income Municipal Fund (NMY)

---

Nuveen Dividend Advantage Fund (NAD)

---

Nuveen North Carolina Premium Income Municipal Fund (NNC)

Schedule B

1. The voting trust agreement, dated as of June 3, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VMTP Shares of Nuveen New York Dividend Advantage Municipal Fund (NAN)
2. The voting trust agreement, dated as of May 20, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VMTP Shares of Nuveen Maryland Premium Income Municipal Fund (NMY)
3. The voting trust agreement, dated as of June 3, 2014, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VMTP Shares of Nuveen Municipal Fund (NAD)
4. The voting trust agreement, dated as of December 10, 2013, by and among Lord Securities Corporation, Banc of America Preferred Funding Corporation and Institutional Shareholder Services Inc. relating to certain voting and consent matters concerning VMTP Shares of Nuveen North Carolina Premium Income Municipal Fund (NNC)

**VMTP PURCHASE AND EXCHANGE AGREEMENT**

**Nuveen New York Dividend Advantage Municipal Fund**

and

**Banc of America Preferred Funding Corporation**

**July 1, 2016**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
<b>ARTICLE I DEFINITIONS</b>		<b>2</b>
<b>1.1</b>	<b>Incorporation of Certain Definitions by Reference</b>	<b>7</b>
<b>ARTICLE II PURCHASE, EXCHANGE AND TRANSFERS, COSTS AND EXPENSES; ADDITIONAL FEES</b>		<b>7</b>
<b>2.1</b>	<b>Purchase, Exchange and Transfer of the New VMTP Shares</b>	<b>7</b>
<b>2.2</b>	<b>Operating Expenses; Fees</b>	<b>8</b>
<b>2.3</b>	<b>Cancellation of Old VMTP Shares</b>	<b>8</b>
<b>2.4</b>	<b>Additional Fee for Failure to Comply with Reporting Requirement or Registration Rights Failure</b>	<b>8</b>
<b>ARTICLE III CONDITIONS TO EFFECTIVE DATE</b>		<b>9</b>
<b>ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE FUND</b>		<b>10</b>
<b>4.1</b>	<b>Existence</b>	<b>10</b>
<b>4.2</b>	<b>Authorization; Contravention</b>	<b>10</b>
<b>4.3</b>	<b>Binding Effect</b>	<b>11</b>
<b>4.4</b>	<b>Financial Information</b>	<b>11</b>
<b>4.5</b>	<b>Litigation</b>	<b>11</b>
<b>4.6</b>	<b>Consents</b>	<b>11</b>
<b>4.7</b>	<b>Incorporation of Additional Representations and Warranties</b>	<b>12</b>
<b>4.8</b>	<b>Complete and Correct Information</b>	<b>12</b>
<b>4.9</b>	<b>Offering Memorandum</b>	<b>12</b>
<b>4.10</b>	<b>1940 Act Registration</b>	<b>12</b>
<b>4.11</b>	<b>Effective Leverage Ratio; Asset Coverage</b>	<b>13</b>
<b>4.12</b>	<b>Eligible Assets</b>	<b>13</b>
<b>4.13</b>	<b>Credit Quality</b>	<b>13</b>
<b>4.14</b>	<b>Due Diligence</b>	<b>13</b>
<b>4.15</b>	<b>Capital Structure</b>	<b>13</b>
<b>4.16</b>	<b>Certain Fees</b>	<b>13</b>
<b>ARTICLE V REPRESENTATIONS AND WARRANTIES OF BANC OF AMERICA</b>		<b>14</b>
<b>5.1</b>	<b>Existence</b>	<b>14</b>
<b>5.2</b>	<b>Authorization; Contravention</b>	<b>14</b>
<b>5.3</b>	<b>Binding Effect</b>	<b>14</b>
<b>5.4</b>	<b>Own Account</b>	<b>14</b>
<b>5.5</b>	<b>Litigation</b>	<b>15</b>
<b>5.6</b>	<b>Consents</b>	<b>15</b>
<b>5.7</b>	<b>Banc of America Beneficial Ownership of Old VMTP Shares and Status</b>	<b>15</b>

<b>5.8</b>	<b>Experience of Banc of America</b>	15
<b>5.9</b>	<b>Access to Information</b>	15
<b>5.10</b>	<b>Certain Transactions</b>	16
<b>5.11</b>	<b>Due Diligence</b>	16
<b>5.12</b>	<b>Certain Fees</b>	16
<b>ARTICLE VI COVENANTS OF THE FUND</b>		<b>16</b>
<b>6.1</b>	<b>Information</b>	16
<b>6.2</b>	<b>No Amendment or Certain Other Actions Without Consent of Banc of America</b>	19
<b>6.3</b>	<b>Maintenance of Existence</b>	19
<b>6.4</b>	<b>Tax Status of the Fund</b>	19
<b>6.5</b>	<b>Payment Obligations</b>	19
<b>6.6</b>	<b>Compliance With Law</b>	19
<b>6.7</b>	<b>Maintenance of Approvals: Filings, Etc.</b>	19
<b>6.8</b>	<b>Inspection Rights</b>	20
<b>6.9</b>	<b>Litigation, Etc.</b>	20
<b>6.10</b>	<b>1940 Act Registration</b>	20
<b>6.11</b>	<b>Eligible Assets</b>	21
<b>6.12</b>	<b>Credit Quality</b>	21
<b>6.13</b>	<b>Maintenance of Effective Leverage Ratio</b>	21
<b>6.14</b>	<b>Redemption and Paying Agent</b>	21
<b>6.15</b>	<b>Cooperation in the Sale of New VMTP Shares</b>	21
<b>6.16</b>	<b>Securities Depository</b>	22
<b>6.17</b>	<b>Future Agreements</b>	22
<b>6.18</b>	<b>Use of Proceeds</b>	22
<b>6.19</b>	<b>Tax Opinion in Connection with Extension of Term Redemption Date</b>	22
<b>ARTICLE VII MISCELLANEOUS</b>		<b>23</b>
<b>7.1</b>	<b>Notices</b>	23
<b>7.2</b>	<b>No Waivers</b>	24
<b>7.3</b>	<b>Expenses and Indemnification</b>	24
<b>7.4</b>	<b>Amendments and Waivers</b>	26
<b>7.5</b>	<b>Successors and Assigns</b>	26
<b>7.6</b>	<b>Term of this Agreement</b>	27
<b>7.7</b>	<b>Governing Law</b>	27
<b>7.8</b>	<b>Waiver of Jury Trial</b>	27
<b>7.9</b>	<b>Counterparts</b>	27
<b>7.10</b>	<b>Beneficiaries</b>	28
<b>7.11</b>	<b>Entire Agreement</b>	28
<b>7.12</b>	<b>Relationship to the Statement</b>	28
<b>7.13</b>	<b>Confidentiality</b>	28
<b>7.14</b>	<b>Severability</b>	29
<b>7.15</b>	<b>Consent Rights of the Majority Participants to Certain Actions</b>	29
<b>7.16</b>	<b>Disclaimer of Liability of Officers, Trustees and Beneficiaries</b>	30
<b>SCHEDULE 1</b>		<b>Schedule-1</b>
<b>EXHIBIT A: FORMS OF OPINIONS OF COUNSEL FOR THE FUND</b>		<b>A-1</b>
<b>EXHIBIT A- FORM OF CORPORATE AND 1940 ACT OPINION</b>		<b>A-1-1</b>
<b>1:</b>		
<b>EXHIBIT A- FORM OF TAX OPINION</b>		<b>A-2-1</b>
<b>2:</b>		
<b>EXHIBIT A- FORM OF LOCAL COUNSEL OPINION</b>		<b>A-3-1</b>
<b>3:</b>		
<b>EXHIBIT B: ELIGIBLE ASSETS</b>		<b>B-1</b>
<b>EXHIBIT C: TRANSFEREE CERTIFICATE</b>		<b>C-1</b>
<b>EXHIBIT D: INFORMATION TO BE PROVIDED BY THE FUND</b>		<b>D-1</b>

**VMTP PURCHASE AND EXCHANGE AGREEMENT** dated as of July 1, 2016 (the “**Agreement**”) between **NUVEEN NEW YORK DIVIDEND ADVANTAGE MUNICIPAL FUND**, a closed-end fund organized as a Massachusetts business trust (the “**Fund**”), and **BANC OF AMERICA PREFERRED FUNDING CORPORATION**, a Delaware corporation, including its successors by merger or operation of law (“**Banc of America**”).

**WHEREAS**, the Fund and Banc of America entered into that certain VMTP Purchase Agreement (the “**Old VMTP Purchase Agreement**”), dated as of June 3, 2014, pursuant to which Banc of America purchased from the Fund, and the Fund issued to Banc of America, 560 of the Fund’s Variable Rate MuniFund Term Preferred Shares, Series 2017, with a liquidation preference of \$100,000 per share, and on June 8, 2015, the Fund issued to Banc of America an additional 380 of the Fund’s Variable Rate MuniFund Term Preferred Shares, Series 2017, with a liquidation preference of \$100,000 (collectively, such 940 shares are referred to herein as the “**Old VMTP Shares**”);

**WHEREAS**, Banc of America has agreed to exchange, on a 1-for-1 basis, the Old VMTP Shares for newly issued Variable Rate MuniFund Term Preferred Shares,

Series 2019, with a liquidation preference of \$100,000 per share and Banc of America has agreed to purchase 530 Variable Rate MuniFund Term Preferred Shares, Series 2019, with a liquidation preference of \$100,000 per share (collectively, all 1,470 shares, the “**New VMTP Shares**”);

**WHEREAS**, Banc of America and the Fund desire (1) to exchange 940 Old VMTP Shares for 940 New VMTP Shares, and (2) that the Fund issue and sell to Banc of America, in exchange for the Cash Purchase Price (as defined below), 530 New VMTP Shares, each such exchange to be conducted on the terms and subject to the conditions set forth in this Agreement (collectively, the “**Exchange**”), and the Fund desires to accept such Exchange;

**WHEREAS**, the Cash Purchase Price shall be applied to increase the Fund’s leverage ratio, by investing in accordance with the Fund’s investment policies;

**WHEREAS**, in connection with the Exchange, the Fund has authorized the (1) issuance to Banc of America of New VMTP Shares, as set forth on Schedule 1 hereto, (2) acceptance of the Old VMTP Shares surrendered by Banc of America in exchange for the New VMTP Shares, and (3) cancellation of the Old VMTP Shares;

**WHEREAS**, in connection with the Exchange, Banc of America has authorized (1) the transfer to the Fund of the Old VMTP Shares for cancellation by the Fund, (2) the payment of the Cash Purchase Price to the Fund in exchange for 530 New VMTP Shares, and (3) the acceptance of the New VMTP Shares in exchange for the Old VMTP Shares and the Cash Purchase Price, respectively, so transferred;

**WHEREAS**, as an inducement to Banc of America to purchase the New VMTP Shares in exchange for the transfer by Banc of America to the Fund of the Old VMTP Shares and the Cash Purchase Price, respectively, the Fund desires to enter into this Agreement to set forth certain representations, warranties, covenants and agreements regarding the Fund and the New VMTP Shares; and

**WHEREAS**, as an inducement to the Fund to issue to Banc of America the New VMTP Shares in exchange for the transfer by Banc of America to the Fund of the Old VMTP Shares and the Cash Purchase Price, respectively, Banc of America desires to enter into this Agreement to set forth certain representations, warranties, covenants and agreements regarding Banc of America, the New VMTP Shares and the Old VMTP Shares, as applicable.

**NOW, THEREFORE**, in consideration of the respective agreements contained herein, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The following terms, as used herein, have the following meanings:

“**Additional Amount Payment**” has the meaning set forth in the Statement.

“**Additional New York Amount Payment**” has the meaning set forth in the Statement.

“**Agent Member**” has the meaning set forth in the Statement.

“**Agreement**” means this VMTP Purchase and Exchange Agreement, dated as of July 1, 2016, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Applicable Spread**” has the meaning set forth in the Statement.

“**Asset Coverage**” has the meaning set forth in the Statement.

“**Banc of America**” has the meaning set forth in the preamble to this Agreement.

“**Banks**” has the meaning set forth in Section 2.1(b).

“**Board of Trustees**” has the meaning set forth in the Statement.

“**Business Day**” has the meaning set forth in the Statement.

“**By-Laws**” has the meaning set forth in the Statement.

“**Cash Purchase Price**” means U.S. \$53,000,000.

“**Closed-End Funds**” has the meaning set forth in the Statement.

“**Code**” has the meaning set forth in the Statement.

“**Common Shares**” has the meaning set forth in the Statement.

“**Custodian**” has the meaning set forth in the Statement.

“**Declaration**” has the meaning set forth in the Statement.

“**Deposit Securities**” has the meaning set forth in the Statement.

“**Derivative Contract**” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, repurchase transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities under any such master agreement.

“**Designated Owner**” has the meaning set forth in the Statement.

“**Dividend Payment Date**” has the meaning set forth in the Statement.

“**Dividend Rate**” has the meaning set forth in the Statement.

“**Due Diligence Request**” means the due diligence request letter from Ashurst LLP dated June 17, 2016.

“**Effective Date**” means the date on which the Exchange is effected, subject to the satisfaction or waiver of the conditions specified in Article III.

“**Effective Leverage Ratio**” has the meaning set forth in the Statement.

“**Electronic Means**” has the meaning set forth in the Statement.

“**Eligible Assets**” means the instruments in which the Fund may invest as described in Exhibit B to this Agreement, which may be amended from time to time with the prior written consent of Banc of America.

“**Exchange**” has the meaning set forth in the preamble to this Agreement.

“**Failure**” has the meaning set forth in Section 2.4.

“**Fee Rate**” means initially 0.25% per annum, which shall be subject to increase by 0.25% per annum for each Week in respect of which any Failure has occurred and is continuing.

“**Fitch**” means Fitch Ratings, a part of the Fitch Group, or any successor or successors thereto.

“**Fitch Guidelines**” means the guidelines, as may be amended from time to time, in connection with Fitch’s ratings of the New VMTP Shares.

“**Force Majeure Exception**” means any failure or delay in the performance of the Fund’s reporting obligation pursuant to Section 2.4 arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; acts of civil or military authority and governmental action. The Fund shall use commercially reasonable efforts to commence performance of its obligations during any of the foregoing circumstances.

“**Fund**” has the meaning set forth in the preamble to this Agreement.

“**Holder**” has the meaning set forth in the Statement.

The word “**including**” means “including without limitation.”

“**Indemnified Persons**” means, Banc of America and its affiliates and directors, officers, partners, employees, agents, representatives and control persons, entitled to indemnification by the Fund under Section 7.3.

“**Information**” has the meaning set forth in Section 7.13.

“**Investment Adviser**” means Nuveen Fund Advisors, LLC, or any successor company or entity.

“**Liquidation Preference**”, with respect to a given number of New VMTP Shares, means \$100,000 times that number.

“**Majority Participants**” means the Holder(s) of more than 50% of the Outstanding New VMTP Shares.

“**Managed Assets**” means the Fund’s net assets, including assets attributable to any principal amount of any borrowings (including the issuance of commercial paper or notes) or preferred shares outstanding. For the avoidance of doubt, assets attributable to borrowings includes the portion of the Fund’s assets in a tender option bond trust of which the Fund owns the residual interest (without regard to the value of the residual interest to avoid double counting).

“**Market Value**” has the meaning set forth in the Statement.

“**Moody’s**” means Moody’s Investors Service, Inc., and any successor thereto.

“**New VMTP Shares**” has the meaning set forth in the preamble to this Agreement.

“**1940 Act**” means the Investment Company Act of 1940, as amended.

“**NRSRO**” has the meaning set forth in the Statement.

“**Nuveen Persons**” means the Investment Adviser or any affiliated person of the Investment Adviser (as defined in Section 2(a)(3) of the 1940 Act) (other than the Fund, in the case of a redemption or purchase of the New VMTP Shares which are to be cancelled within ten (10) days of purchase by the Fund).

“**Offering Memorandum**” means the Offering Memorandum of the Fund relating to the offering and sale of the New VMTP Shares, dated July 1, 2016, as the same may be amended, revised or supplemented from time to time.

“**Old Registration Rights Agreement**” means the registration rights agreement dated as of June 3, 2014 between the Fund and Banc of America with respect to the Old VMTP Shares.

“**Old VMTP Purchase Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Old VMTP Shares**” has the meaning set forth in the preamble to this Agreement.

“**Optional Redemption Premium**” has the meaning set forth in the Statement.

The word “**or**” is used in its inclusive sense.

“**Other Rating Agency**” means each NRSRO, if any, other than Fitch then providing a rating for the New VMTP Shares pursuant to the request of the Fund.

“**Other Rating Agency Guidelines**” means the guidelines, if any, provided by each Other Rating Agency, as may be amended from time to time, in connection with the Other Rating Agency’s rating of the New VMTP Shares.

“**Outstanding**” has the meaning set forth in the Statement.

“**Person**” has the meaning set forth in the Statement.

“**Placement Agent**” means Nuveen Securities, LLC, with respect to the services to be provided pursuant to the Placement Agreement (as defined herein).

“**Placement Agreement**” means the VMTP placement agreement, dated as of July 1, 2016, among the Fund, the Investment Adviser and the Placement Agent, with respect to the Exchange.

“**Preferred Shares**” has the meaning set forth in the Statement.

“**QIB**” means a “**qualified institutional buyer**” as defined in Rule 144A under the Securities Act.

“**Rate Period**” has the meaning set forth in the Statement.

“**Rating Agency**” means Fitch (if Fitch is then rating the New VMTP Shares) and any Other Rating Agency.

“**Rating Agency Guidelines**” means the Fitch Guidelines and any Other Rating Agency Guidelines as they exist from time to time.

“**Redemption and Paying Agent**” means State Street Bank and Trust Company, or with the prior written consent of Banc of America (which consent shall not be unreasonably withheld), any successor Person, which has entered into an agreement with the Fund to act in such capacity as the Fund’s tender agent, transfer agent, registrar, dividend disbursing agent, paying agent and redemption price disbursing agent and calculation agent in connection with the payment of regularly scheduled dividends with respect to New VMTP Shares.

“**Registration Rights Agreement**” means the registration rights agreement entered into between the Fund and Banc of America with respect to the New VMTP Shares.

“**Registration Rights Failure**” means any (i) failure by the Fund to file a Registration Statement with the Securities and Exchange Commission relating to such of the Registrable Securities (as defined in the Registration Rights Agreement, but excluding any that are properly excluded pursuant to Section 3.3(c) or (d) of the Registration Rights Agreement) which the Fund has been properly requested to register under Section 3.1 of the Registration Rights Agreement within thirty (30) calendar days (or, if the thirtieth (30th) calendar day shall not be a Business Day, the next succeeding Business Day) of the later of (a) the date on which the holders of such Registrable Securities are required to give written notice to the Fund of their intent to register such Registrable Securities pursuant to Section 3.1 of the Registration Rights Agreement or (b) if properly exercised by the Fund, the end of any deferral period specified in accordance with the provisions of Section 3.2 of the Registration Rights Agreement, or (ii) failure by the Fund to reply to any written comments on such Registration Statement received by the Fund from the staff of the Securities and Exchange Commission (it being understood that the reply referenced herein shall not require the Fund to accept or agree with any comment, in whole or in part) within thirty (30) calendar days (or, if the thirtieth (30<sup>th</sup>) calendar day shall not be a Business Day, the next succeeding Business Day) of receipt thereof by the Fund.

“**Related Documents**” means this Agreement, the Declaration, the Statement, the Registration Rights Agreement, the Placement Agreement, the New VMTP Shares and the By-Laws.

“**Reporting Date**” has the meaning set forth in Section 6.1(o).

“**Reporting Failure**” has the meaning set forth in Section 2.4.

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor or successors thereto.

“**SEC**” has the meaning set forth in Section 6.1.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Securities Depository**” means The Depository Trust Company, New York, New York, and any substitute for or successor to such securities depository that shall maintain a book-entry system with respect to the New VMTP Shares.

“**Series**” has the meaning set forth in the Statement.

“**Statement**” means the Second Statement Establishing and Fixing the Rights and Preferences of Variable Rate MuniFund Term Preferred Shares, effective as of July 1, 2016, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“**Sub-Adviser**” means Nuveen Asset Management, LLC, the Fund’s sub-adviser, which is a subsidiary of the Investment Adviser.

“**Term Redemption Date**” has the meaning set forth in the Statement.

“**Voting Trust**” has the meaning set forth in Section 2.2(b).

“**Week**” means a period of seven (7) consecutive calendar days.

“**written**” or “**in writing**” means any form of written communication, including communication by means of telex, telecopier or electronic mail.

### 1.1 Incorporation of Certain Definitions by Reference

Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor (including by incorporation by reference) in the Related Documents.

## ARTICLE II

### PURCHASE, EXCHANGE AND TRANSFERS, COSTS AND EXPENSES; ADDITIONAL FEES

#### 2.1 Purchase, Exchange and Transfer of the New VMTP Shares

(a) On the Effective Date (1) Banc of America or a representative thereof duly authorized to act on its behalf will transfer to the Fund 940 Old VMTP Shares, in exchange for the issuance by the Fund to Banc of America of 940 New VMTP Shares, and (2) Banc of America will pay to the Fund the Cash Purchase Price in immediately available funds, in exchange for 530 New VMTP Shares, with each such transfer and issuance effected through the account of its agent at the Securities Depository.

(b) Banc of America agrees that it may make offers and sales of the New VMTP Shares in compliance with the Securities Act and applicable state securities laws only to (1)(i) Persons that it reasonably believes are QIBs that are registered closed-end management investment companies, the common shares of which are traded on a national securities exchange (“**Closed-End Funds**”), banks or entities that are 100% direct or indirect subsidiaries of banks’ publicly traded parent holding companies (collectively, “**Banks**”), insurance companies or registered open-end management investment companies, in each case, pursuant to Rule 144A or another available exemption from registration under the Securities Act, in a manner not involving any public offering within the meaning of Section 4(a)(2) of the Securities Act, (ii) tender option bond trusts

in which all investors are Persons that Banc of America reasonably believes are QIBs that are Closed-End Funds, Banks, insurance companies or registered open-end management investment companies or (iii) other investors with the prior written consent of the Fund and (2) unless the prior written consent of the Fund and the Majority Participants has been obtained, not Nuveen Persons if such Nuveen Persons would, after such sale and transfer, own more than 20% of the Outstanding New VMTP Shares. Any transfer in violation of the foregoing restrictions shall be void *ab initio*. In connection with any transfer of the New VMTP Shares, each transferee (including, in the case of a tender option bond trust, the depositor or trustee or other Person thereunder acting on behalf of such transferee) will be required to deliver to the Fund a transferee certificate set forth as Exhibit C. The foregoing restrictions on transfer shall not apply to any New VMTP Shares registered under the Securities Act pursuant to the Registration Rights Agreement or any subsequent transfer of such New VMTP Shares thereafter.

## 2.2 Operating Expenses; Fees

(a) The Fund shall pay amounts due to be paid by it hereunder (including any incidental expenses but not including redemption or dividend payments on the New VMTP Shares) as operating expenses.

(b) On the Effective Date, the Fund shall pay up to \$26,000 of the fees and expenses of Banc of America's outside counsel in connection with (i) the negotiation and documentation of the transactions contemplated by this Agreement and (ii) the initial organization and set up of a voting trust to be formed with respect to the New VMTP Shares (the "**Voting Trust**").

(c) With respect to the fees and expenses described in subsection (b) of this Section 2.2, the Fund will pay such fees and expenses within thirty (30) days of receipt of the associated invoice.

## 2.3 Cancellation of Old VMTP Shares

Contemporaneous with the issuance of New VMTP Shares upon consummation of the Exchange, the Fund shall, and shall cause the Securities Depository or its agent to, cancel all of the Old VMTP Shares, and the Old VMTP Purchase Agreement and the Old Registration Rights Agreement shall be terminated and shall no longer be in effect (other than any provisions thereof that by their express terms survive the repayment in full of all amounts owed to Banc of America under the Old VMTP Purchase Agreement and the Old VMTP Shares).

## 2.4 Additional Fee for Failure to Comply with Reporting Requirement or Registration Rights Failure

For so long as Banc of America is a Holder or Designated Owner of any Outstanding New VMTP Shares, if the Fund fails to comply with the reporting requirements set forth in Sections 6.1(o) and 6.1(p) (except as a result of a Force Majeure Exception) and such failure is not cured within three (3) Business Days after written notification to the Fund by Banc of America of such failure (a "**Reporting Failure**") or a Registration Rights Failure occurs, the Fund shall pay to Banc of America on the Dividend Payment Date occurring in the month immediately following a month in which either such Reporting Failure or Registration Failure (either, a "**Failure**") continues a fee, calculated in respect of each Week (or portion thereof) during such month in respect of a Failure and beginning on the date of such Failure, equal to the product of (a) the Fee Rate, times (b) the aggregate average daily Liquidation Preference of the New VMTP Shares held by Banc of America during such Week or portion thereof, times (c) the quotient of the number of days in such Week or portion thereof divided by the number of calendar days in the year in which such Week or portion thereof occurs. If such fee is an "other distribution" pursuant to the Statement, such fee shall be paid pursuant to and in accordance with the Statement, including Section 2.2(c) of the Statement. Notwithstanding the foregoing, in no event shall (i) the fee payable pursuant to this Section 2.4 hereunder for any Week plus the Applicable Spread on the New VMTP Shares for such Week exceed an amount (exclusive of any Additional Amount Payment and any Additional New York Amount Payment) equal to the product of (x) 5.95%, times (y) the aggregate average daily Liquidation Preference of the New VMTP Shares held by Banc of America during such Week or portion thereof, times (z) the quotient of the number of days in such Week or portion thereof divided by the number of calendar days in the year in which such Week or portion thereof occurs; (ii) the fee payable pursuant to this Section 2.4 for any Week plus the amount of dividends payable at the Dividend Rate for the New VMTP Shares for such Week exceed an amount equal to the product of (aa) 15%, times (bb) the aggregate average daily Liquidation Preference of the New VMTP Shares held by Banc of America during such Week or portion thereof, times (cc) the quotient of the number of days in such Week or portion thereof divided by the number of calendar days in the year in which such Week or portion thereof occurs; or (iii) the Fund be required to calculate or pay a fee in respect of more than one Failure in any Week.

## ARTICLE III

### CONDITIONS TO EFFECTIVE DATE

It shall be a condition to the Effective Date that each of the following conditions shall have been satisfied or waived as of such date, and upon such satisfaction or waiver, this Agreement shall be effective:

(a) this Agreement shall have been duly executed and delivered by the parties hereto;

(b) the New VMTP Shares shall have a long-term issue credit rating of AAA (or its equivalent) from Fitch on the Effective Date;

(c) receipt by Banc of America of executed originals, or copies certified by a duly authorized officer of the Fund to be in full force and effect and not otherwise amended, of all Related Documents, as in effect on the Effective Date, and an incumbency certificate with respect to the authorized signatories thereto;

(d) receipt by Banc of America of opinions of counsel for the Fund, substantially to the effect of Exhibit A;

(e) except as disclosed in the Offering Memorandum, there shall not be any pending or threatened material litigation (unless such pending or threatened litigation has been determined by Banc of America to be acceptable);

(f) the fees and expenses and all other amounts payable on the Effective Date pursuant to Section 2.2(b) hereof shall have been paid, upon receipt of an invoice;

(g) Banc of America, in its reasonable discretion, shall be satisfied that no change in law, rule or regulation (or their interpretation or administration), in each case, shall have occurred which will adversely affect the consummation of the transactions contemplated by this Agreement;

(h) there shall have been delivered to Banc of America any additional documentation and financial information, including satisfactory responses to its due diligence inquiries, as it deems relevant; and

(i) there shall have been delivered to Banc of America such information and copies of documents, approvals (if any) and records certified, where appropriate, of trust proceedings as Banc of America may have requested relating to the Fund's entering into and performing this Agreement and the other Related Documents to which it is a party, and the transactions contemplated hereby and thereby.

The Fund and Banc of America agree that consummation of the Exchange pursuant to this Agreement shall constitute acknowledgment that the foregoing conditions have been satisfied or waived.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF THE FUND

The representations and warranties set out in this Article IV are given hereunder by the Fund to Banc of America as of the Effective Date.

### 4.1 Existence

The Fund is existing and in good standing as a voluntary association with transferable shares of beneficial interest commonly known as a “Massachusetts business trust,” under the laws of the Commonwealth of Massachusetts, with full right and power to issue the New VMTP Shares, and to execute, deliver and perform its obligations under this Agreement and each Related Document.

### 4.2 Authorization; Contravention

The execution, delivery and performance by the Fund of this Agreement and each Related Document are within the Fund’s powers, have been duly authorized by all necessary action, require no action by or in respect of, or filing with, any governmental body, agency or official except such as have been taken or made and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Fund or result in the creation or imposition of any lien or encumbrance on any asset of the Fund.

### 4.3 Binding Effect

Each of this Agreement and the Registration Rights Agreement constitutes a valid and binding agreement of the Fund, enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors’ rights generally and (ii) the availability of equitable remedies may be limited by equitable or public policy principles of general applicability, it being understood that the enforceability of indemnification provisions may be subject to limitations imposed under applicable securities laws. The New VMTP Shares have been duly authorized and, when issued in the Exchange as contemplated by this Agreement, will be validly issued by the Fund and are fully paid and nonassessable, except that, as described in the Offering Memorandum, Shareholders of a Massachusetts business trust may under certain circumstances be held liable for its obligations, and are free of any pre-emptive or similar rights.

### 4.4 Financial Information

The most recent financial statements of the Fund, and the auditors’ report with respect thereto, copies of which have heretofore been furnished to Banc of America, fairly present in all material respects the financial condition of the Fund, at such date and for such period, and were prepared in accordance with accounting principles generally accepted in the United States, consistently applied (except as required or permitted and disclosed). Since the date of such financial statements, there has been no material adverse change in the condition (financial or otherwise) or operations of the Fund, except as disclosed in the Offering Memorandum, other than changes in the general economy or changes affecting the market for municipal securities or investment companies generally. Any financial, budget and other projections furnished to Banc of America were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent, the Fund’s reasonable best estimate of the Fund’s future financial performance.

### 4.5 Litigation

Except as disclosed in the Offering Memorandum or in a schedule delivered to Banc of America prior to the Effective Date, no action, suit, proceeding or investigation is pending or (to the best knowledge of the Fund) overtly threatened in writing against the Fund in any court or before any governmental authority (i) in any way contesting or that, if decided adversely, would affect the validity of any Related Document including this Agreement; or (ii) in which a final adverse decision would materially adversely affect provisions for or materially adversely affect the sources for payment of the Liquidation Preference of or dividends on the New VMTP Shares.

### 4.6 Consents

All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any shareholder, court or any governmental agency, bureau or agency required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the other Related Documents (including the New VMTP Shares) by or against the Fund have been obtained and are in full force and effect.

### 4.7 Incorporation of Additional Representations and Warranties

On subjects not expressly covered by this Agreement, the Fund hereby makes to Banc of America those same representations and warranties on additional subjects as were made by it in the Placement Agreement as of the date or dates indicated therein, which representations and warranties, together with the related definitions of terms therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety.

### 4.8 Complete and Correct Information

All information, reports and other papers and data with respect to the Fund furnished to Banc of America (other than financial information and financial statements, which are covered solely by Section 4.4 of this Agreement) were, at the time the same were so furnished, complete and correct in all material respects. No fact is known to the Fund that materially and adversely affects or in the future may (so far as it can reasonably foresee) materially and adversely affect the New VMTP Shares, or the Fund’s ability to pay or otherwise perform when due its obligations under this Agreement, any of the New VMTP Shares and the Related Documents that has not been set forth in the Offering Memorandum or in the financial information and other documents referred to in Section 4.4 or this Section 4.8 or in such information, reports, papers and data or otherwise made available or disclosed in writing to Banc of America. Taken as a whole, the documents furnished and statements made by the Fund in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

### 4.9 Offering Memorandum

The Offering Memorandum, true copies of which have heretofore been delivered to Banc of America, when considered together with this Agreement and any information made available pursuant to the Due Diligence Request or disclosed in writing to Banc of America prior to the Effective Date in connection with this Agreement, does not contain any untrue statement of a material fact and such Offering Memorandum does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

### 4.10 1940 Act Registration

The Fund is duly registered as a closed-end management investment company under the 1940 Act and such registration is in full force and effect.

### 4.11 Effective Leverage Ratio; Asset Coverage

As of the Effective Date, the Fund is in compliance with the Effective Leverage Ratio and the Asset Coverage as required by Section 2.4 of the Statement.

In connection with calculating the Effective Leverage Ratio, the Fund’s total assets and accrued liabilities reflect the positive or negative net obligations of the Fund under each Derivative Contract determined in accordance with the Fund’s valuation policies.



#### **4.12 Eligible Assets**

As of the Effective Date, the Fund owns only Eligible Assets, as described in Exhibit B to this Agreement.

#### **4.13 Credit Quality**

As of the Effective Date, the Fund (1) has invested at least 80% of its Managed Assets in securities that, at the time of investment, were rated within the four highest grades (i.e., Baa (or the equivalent) or BBB (or the equivalent) or better) by at least one NRSRO or are unrated but judged to be of comparable quality by the Sub-Adviser and (2) has invested up to 20% of its Managed Assets in securities that, at the time of investment, were rated below the four highest grades (i.e., Baa3 (or the equivalent) or BBB- (or the equivalent) or lower) by at least one NRSRO or are unrated but judged to be of comparable quality by the Sub-Adviser, provided that the Fund has not invested in any securities that are not municipal securities and that, at the time of investment, were rated below Baa3 (or the equivalent) or BBB- (or the equivalent).

#### **4.14 Due Diligence**

The Fund understands that nothing in this Agreement, the Offering Memorandum, or any other materials presented to the Fund in connection with the Exchange constitutes legal, tax or investment advice from Banc of America. The Fund has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with the Exchange.

#### **4.15 Capital Structure**

As of the Effective Date, after giving effect to the issuance of New VMTP Shares pursuant to this Agreement, the Fund has a capital structure as set forth in the Offering Memorandum.

#### **4.16 Certain Fees**

The Fund acknowledges that, other than the fees and expenses payable pursuant to this Agreement, and any fees or amounts payable to the Placement Agent by the Fund, no brokerage or finder's fees or commissions are or will be payable by the Fund or, to the Fund's knowledge, by Banc of America to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement.

### **ARTICLE V**

#### **REPRESENTATIONS AND WARRANTIES**

##### **OF BANC OF AMERICA**

The representations and warranties set out in this Article V are given hereunder by Banc of America to the Fund as of the Effective Date.

#### **5.1 Existence**

Banc of America is validly existing and in good standing as a corporation under the laws of Delaware, and has full right and power to effect the Exchange and to execute, deliver and perform its obligations under this Agreement and each Related Document to which it is a party.

#### **5.2 Authorization; Contravention**

The execution, delivery and performance by Banc of America of this Agreement and each Related Document to which it is a party are within Banc of America's powers, have been duly authorized by all necessary action, require no action by or in respect of, or filing with, any governmental body, agency or official except such as have been taken or made and do not violate or contravene, or constitute a default under, any provision of applicable law, charter, ordinance or regulation or of any material agreement, judgment, injunction, order, decree or other instrument binding upon Banc of America.

#### **5.3 Binding Effect**

Each of this Agreement and the Registration Rights Agreement constitutes a valid and binding agreement of Banc of America, enforceable in accordance with its terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable or public policy principles of general applicability, it being understood that the enforceability of indemnification provisions may be subject to limitations imposed under applicable securities laws.

#### **5.4 Own Account**

Banc of America understands that the New VMTP Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities laws and Banc of America is acquiring the New VMTP Shares as principal for its own account and not with a view to or for the purpose of distributing or reselling such securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such New VMTP Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such New VMTP Shares in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting Banc of America's right to register the New VMTP Shares under the Securities Act pursuant to the Registration Rights Agreement or otherwise transfer the New VMTP Shares in compliance with the transfer limitations of this Agreement in compliance with applicable federal and state securities laws).

#### **5.5 Litigation**

Except as disclosed in a schedule delivered to the Fund prior to the Effective Date, no action, suit, proceeding or investigation is pending or (to the best knowledge of Banc of America) overtly threatened in writing against Banc of America in any court or before any governmental authority in any way contesting or, if decided adversely, would affect the validity of this Agreement.

#### **5.6 Consents**

All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with, any court or any governmental agency, bureau or agency required to be obtained by Banc of America in connection with the execution, delivery, performance, validity or enforceability of this Agreement by or against Banc of America and the Exchange have been obtained and are in full force and effect.

#### **5.7 Banc of America Beneficial Ownership of Old VMTP Shares and Status**

Banc of America is the sole beneficial owner of the Old VMTP Shares being delivered in exchange for New VMTP Shares pursuant to this Agreement and such Old VMTP Shares are being transferred to the Fund or its duly authorized representative, free and clear of any liens or encumbrances of any kind. At the time Banc of

America was offered the New VMTP Shares, it was, and as of the Effective Date it is: (i) an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a “qualified institutional buyer” as defined in Rule 144A(a) under the Securities Act.

### 5.8 Experience of Banc of America

Banc of America has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the Exchange, and has so evaluated the merits and risks of such investment. Banc of America is able to bear the economic risk of the Exchange and, at the present time, is able to afford a complete loss of such investment.

### 5.9 Access to Information

Banc of America acknowledges that it has had access to and has reviewed all information, documents and records that Banc of America has deemed necessary in order to make an informed investment decision with respect to the Exchange and an investment in the New VMTP Shares. Banc of America has had the opportunity to ask representatives of the Fund certain questions and request certain additional information regarding the terms and conditions of the Exchange and such investment and the finances, operations, business and prospects of the Fund and has had any and all such questions and requests answered to Banc of America’s satisfaction; and Banc of America understands the risks and other considerations relating to such investment.

### 5.10 Certain Transactions

Other than consummating the transactions contemplated by this Agreement, Banc of America has not directly or indirectly executed, nor has any Person acting on its behalf or pursuant to any understanding with Banc of America executed, any other purchases of securities of the Fund which may be integrated with the transactions contemplated by this Agreement.

### 5.11 Due Diligence

Banc of America acknowledges that it has sole responsibility for its own due diligence investigation and its own investment decision relating to the Exchange and the New VMTP Shares. Banc of America understands that nothing in this Agreement, the Offering Memorandum, or any other materials presented to Banc of America in connection with the Exchange constitutes legal, tax or investment advice from the Fund. Banc of America has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with the Exchange and its investment in the New VMTP Shares.

### 5.12 Certain Fees

Banc of America acknowledges that, other than the fees and expenses payable pursuant to this Agreement, and any fees or amounts payable to the Placement Agent by the Fund, no brokerage or finder’s fees or commissions are or will be payable by Banc of America to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement.

## ARTICLE VI

### COVENANTS OF THE FUND

The Fund agrees that, so long as there is any amount payable hereunder or Banc of America owns any Outstanding New VMTP Shares:

#### 6.1 Information

Without limitation of the other provisions of this Agreement, the Fund will deliver, or direct the Redemption and Paying Agent to deliver, to Banc of America:

(a) as promptly as practicable after the preparation and filing thereof with the Securities and Exchange Commission (the “SEC”), each annual and semi-annual report prepared with respect to the Fund, which delivery may be made by the electronic availability of any such document on the SEC’s website or another public website;

(b) notice of any change in (including being put on Credit Watch or Watchlist), or suspension or termination of, the ratings on the New VMTP Shares by any Rating Agency (and any corresponding change in the Rating Agency Guidelines applicable to the New VMTP Shares associated with any such change in the rating from any Rating Agency) or any change of a Rating Agency rating the New VMTP Shares, as promptly as practicable upon the occurrence thereof;

(c) notice of any redemption or other repurchase of any or all of the New VMTP Shares as provided in the Statement;

(d) notice of any proposed amendments to any of the Related Documents at such time as the amendments are sent to other parties whose approval is required for such amendment and in any event not less than ten (10) Business Days prior to the effectiveness of any proposed amendment and copies of all actual amendments thereto within five (5) Business Days of being signed or, in each case, as provided in the relevant document;

(e) notice of any missed, reduced or deferred dividend payment on the New VMTP Shares that remains uncured for more than three (3) Business Days as soon as reasonably practicable, but in no event later than one (1) Business Day after expiration of the foregoing grace period;

(f) notice of the failure to make any deposit provided for under Section 2.5(d) of the Statement in respect of a properly noticed redemption as soon as reasonably practicable, but in no event later than two (2) Business Days after discovery of such failure to make any such deposit;

(g) notice of non-compliance with the Rating Agency Guidelines (if applicable) for more than five (5) Business Days as soon as reasonably practicable, but in no event later than one (1) Business Day after expiration of the foregoing grace period;

(h) notice of the distribution of net capital gains or ordinary income one (1) Business Day in advance of the Rate Period that such net capital gains or ordinary income will or may be distributed, simultaneously with the Redemption and Paying Agent providing such notice to Designated Owners or their Agent Members;

(i) notice of any change to any investment adviser or sub-adviser of the Fund within two (2) Business Days after a resignation or a notice of removal has been sent by or to any such investment adviser or sub-adviser;

(j) notice of any proxy solicitation as soon as reasonably practicable, but in no event later than five (5) Business Days after mailing thereof;

(k) notice one (1) Business Day after the occurrence thereof of (i) the failure of the Fund to pay the amount due on any “senior securities” (as defined under the 1940 Act) or other debt at the time outstanding, and any period of grace or cure with respect thereto shall have expired; (ii) the failure of the Fund to pay, or admitting in writing its inability to pay, its debts generally as they become due; or (iii) the failure of the Fund to pay accumulated dividends on any Preferred Shares ranking *pari passu* with the New VMTP Shares, and any period of grace or cure with respect thereto shall have expired;

(l) notice of a material breach of any representation, warranty or covenant of the Fund contained in this Agreement, the Registration Rights Agreement or the Statement, in each case, only if any officer of the Fund has actual knowledge of such breach as soon as reasonably practicable, but in no event later than five (5) days after

knowledge of any officer of the Fund or the Investment Adviser thereof;

(m) notice of any litigation, administrative proceeding or business development which may reasonably be expected to materially adversely affect the Fund's business, properties or affairs or the ability of the Fund to perform its obligations as set forth hereunder or under any of the Related Documents to which it is a party as soon as reasonably practicable, but in no event later than ten (10) days after knowledge of any officer of the Fund or the Investment Adviser thereof;

(n) upon request of Banc of America, copies of any material that the Fund has delivered to each Rating Agency which is then rating New VMTP Shares at such times and containing such information as set forth in the respective Rating Agency Guidelines as soon as reasonably practicable after such material has been sent;

(o) within two (2) Business Days after the fifteenth (15<sup>th</sup>) and last days of each month (each a "Reporting Date"), a report of portfolio holdings of the Fund as of each such Reporting Date, prepared on a basis substantially consistent with the periodic reports of portfolio holdings of the Fund prepared for financial reporting purposes;

(p) within two (2) Business Days after the fifteenth (15<sup>th</sup>) and last days of each month, the information set forth in Exhibit D to this Agreement and a calculation of the Effective Leverage Ratio and the Asset Coverage of the Fund as of the close of business of each Business Day since the date of the last report issued pursuant to this Section 6.1(p); and upon the failure of the Fund to maintain Asset Coverage as provided in Section 2.4(a) of the Statement or the Effective Leverage Ratio as required by Section 2.4(c) of the Statement, notice of such failure within one (1) Business Day of the occurrence thereof; and

(q) from time to time such additional information regarding the financial position, results of operations or prospects of the Fund as Banc of America may reasonably request including, without limitation, copies of all offering memoranda or other offering material with respect to the sale of any securities of the Fund as soon as reasonably practicable, but in no event later than ten (10) days after a request.

All information, reports and other papers, documentation and data with respect to the Fund furnished to Banc of America pursuant to this Section 6.1 shall be, at the time the same are so furnished, complete and correct in all material respects and, when considered with all other material delivered to Banc of America under this Agreement, or made available pursuant to the Due Diligence Request, will not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. For purposes of Sections 6.1(o) and 6.1(p), references to any day that is not a Business Day shall mean the next preceding Business Day.

## **6.2 No Amendment or Certain Other Actions Without Consent of Banc of America**

To the extent that Banc of America is the Holder or Designated Owner of 51% of the New VMTP Shares, without the prior written consent of Banc of America, the Fund will not agree to, consent to or permit any amendment, supplement, modification or repeal of the Statement or any provision therein, nor waive any provision thereof.

## **6.3 Maintenance of Existence**

The Fund shall continue to maintain its existence as a business trust under the laws of the Commonwealth of Massachusetts, with full right and power to issue the New VMTP Shares and to execute, deliver and perform its obligations under this Agreement and each Related Document.

## **6.4 Tax Status of the Fund**

The Fund will qualify as a "regulated investment company" within the meaning of Section 851(a) of the Code and the dividends made with respect to the New VMTP Shares will qualify as "exempt interest dividends" to the extent they are reported as such by the Fund and permitted by Section 852(b)(5)(A) of the Code.

## **6.5 Payment Obligations**

The Fund shall promptly pay or cause to be paid all amounts payable by it hereunder and under the Related Documents, according to the terms hereof and thereof, shall take such actions as may be necessary to include all payments hereunder and thereunder which are subject to appropriation in its budget and make full appropriations related thereto, and shall duly perform each of its obligations under this Agreement and the Related Documents. All payments of any sums due hereunder shall be made in the amounts required hereunder without any reduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Fund.

## **6.6 Compliance With Law**

The Fund shall comply with all laws, ordinances, orders, rules and regulations that may be applicable to it if the failure to comply could have a material adverse effect on the Fund's ability to pay or otherwise perform when due its obligations under this Agreement, any of the New VMTP Shares, or any of the other Related Documents.

## **6.7 Maintenance of Approvals: Filings, Etc.**

The Fund shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, filings, licenses, approvals and authorizations as may be necessary under any applicable law or regulation for its execution, delivery and performance of this Agreement and the other Related Documents to which it is a party.

## **6.8 Inspection Rights**

The Fund shall, at any reasonable time and from time to time, upon reasonable notice, permit Banc of America or any agents or representatives thereof, at the Fund's expense, to examine and make copies of the records and books of account related to the transactions contemplated by this Agreement, to visit its properties and to discuss its affairs, finances and accounts with any of its officers and independent accountants, to the extent permitted by law, provided, however, that the Fund shall not be required to pay for more than one inspection per fiscal year. The Fund will not unreasonably withhold its authorization for its independent accountants to discuss its affairs, finances and accounts with Banc of America.

All information, reports and other papers, documentation and data with respect to the Fund furnished to Banc of America pursuant to this Section 6.8 shall be, at the time the same are so furnished, complete and correct in all material respects and, when considered with all other material delivered to Banc of America under this Agreement, or made available pursuant to the Due Diligence Request, will not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

## **6.9 Litigation, Etc.**

The Fund shall give prompt notice in writing to Banc of America of any litigation, administrative proceeding or business development which is reasonably expected to materially adversely affect its business, properties or affairs or to impair the ability of the Fund to perform its obligations as set forth hereunder or under any of the Related Documents.

All information, reports and other papers, documentation and data with respect to the Fund furnished to Banc of America pursuant to this Section 6.9 shall be, at the time the same are so furnished, complete and correct in all material respects and, when considered with all other material delivered to Banc of America under this Agreement, or made available pursuant to the Due Diligence Request, will not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

## **6.10 1940 Act Registration**

The Fund shall maintain its valid registration as a registered closed-end company under the 1940 Act in full force and effect.

## **6.11 Eligible Assets**

The Fund shall only make investments in the Eligible Assets listed on Exhibit B, as amended from time to time with the prior written consent of Banc of America, in accordance with the Fund's investment objectives and the investment policies set forth in the Offering Memorandum, as such investment objectives and investment policies may be modified in accordance with the 1940 Act and applicable law and, if applicable, the Related Documents.

## **6.12 Credit Quality**

Unless the Fund receives the prior written consent of Banc of America (such consent to be determined in Banc of America's good faith discretion), the Fund (1) will invest at least 80% of its Managed Assets in securities that, at the time of investment, are rated within the four highest grades (i.e., Baa (or the equivalent) or BBB (or the equivalent) or better) by at least one NRSRO or are unrated but judged to be of comparable quality by the Sub-Adviser and (2) may invest up to 20% of its Managed Assets in securities that, at the time of investment, are rated below the four highest grades (i.e., Baa3 (or the equivalent) or BBB- (or the equivalent) or lower) by at least one NRSRO or are unrated but judged to be of comparable quality by the Sub-Adviser, provided that the Fund will not invest in any securities that are not municipal securities and that, at the time of investment, are rated below Baa3 (or the equivalent) or BBB- (or the equivalent).

## **6.13 Maintenance of Effective Leverage Ratio**

For so long as the Fund fails to provide the information required under Sections 6.1(o) and 6.1(p), Banc of America shall calculate, for purposes of Section 2.5(b)(ii)(A)(y) of the Statement, the Effective Leverage Ratio using the most recently received information required to be delivered pursuant to Sections 6.1(o) and 6.1(p) and the market values of securities determined by the third-party pricing service which provided the market values to the Fund on the most recent date that information was properly provided by the Fund pursuant to the requirements of Section 6.1(o) and 6.1(p). The Effective Leverage Ratio as calculated by Banc of America in such instances shall be binding on the Fund. If required, the Fund shall restore the Effective Leverage Ratio as provided in the Statement.

In connection with calculating the Effective Leverage Ratio, the Fund's total assets and accrued liabilities shall reflect the positive or negative net obligations of the Fund under each Derivative Contract determined in accordance with the Fund's valuation policies.

## **6.14 Redemption and Paying Agent**

The Fund shall use its commercially reasonable best efforts to engage at all times a Redemption and Paying Agent to perform the duties to be performed by the Redemption and Paying Agent specified herein and in the Statement.

## **6.15 Cooperation in the Sale of New VMTP Shares**

The Fund will comply with reasonable due diligence requests from Banc of America in connection with any proposed sale by Banc of America of the New VMTP Shares in a transaction exempt from registration under the Securities Act and otherwise permitted by this Agreement, provided that the Fund need not comply with any such request more than twice in any period of twelve consecutive months and any prospective purchaser of the New VMTP Shares from Banc of America shall execute a confidentiality agreement substantially to the effect of Section 7.13 hereof prior to receiving any due diligence materials provided pursuant to such due diligence request.

All information, reports and other papers, documentation and data with respect to the Fund furnished to Banc of America pursuant to this Section 6.15 shall be, at the time the same are so furnished, complete and correct in all material respects and, when considered with all other material delivered to Banc of America under this Agreement, or made available pursuant to the Due Diligence Request, will not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

## **6.16 Securities Depository**

The Fund agrees to maintain settlement of the New VMTP Shares in global book entry form through the Securities Depository or such other clearance system acceptable to Banc of America.

## **6.17 Future Agreements**

The Fund shall promptly, at the request of Banc of America, enter into an agreement, on terms mutually satisfactory to the Fund and Banc of America, of the type specified in Section 12(d)(1)(E)(iii) of the 1940 Act, so as to permit Banc of America or any transferee satisfying the requirements set forth in Section 2.1 to rely on the provisions of Section 12(d)(1)(E)(iii) of the 1940 Act.

## **6.18 Use of Proceeds**

The Fund shall use the net proceeds from the sale of New VMTP Shares pursuant to Section 2.1(a)(2) hereof to increase the Fund's leverage ratio by investing in accordance with the Fund's investment policies.

## **6.19 Tax Opinion in Connection with Extension of Term Redemption Date**

In the event that the Term Redemption Date of the New VMTP Shares is extended pursuant to Section 2.5(a)(ii) of the Statement, the Fund shall cause to be delivered to Banc of America, prior to August 1, 2019, an opinion of counsel for the Fund, to the effect that, for U.S. federal income tax purposes, following such extension (i) the New VMTP Shares will continue to qualify as equity in the Fund and (ii) the distributions made with respect to the New VMTP Shares will qualify as exempt-interest dividends to the extent they are reported as such by the Fund and are permitted by Section 852(b)(5)(A) of the Code.

# **ARTICLE VII**

## **MISCELLANEOUS**

### **7.1 Notices**

All notices, requests and other communications to any party hereunder shall be in writing (including teletype, electronic mail or similar writing), except in the case of notices and other communications permitted to be given by telephone, and shall be given to such party at its address or teletype number or email address set forth below or such other address or teletype number or email address as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section; provided that notices to Banc of America under Section 6.1 shall not be effective until received in writing; except as otherwise specified, notices under Section 6.1 may be given by telephone to Banc of America at the telephone numbers listed below (or such other telephone numbers as may be designated by Banc of America, by written notice to the Fund, to receive such notice), immediately confirmed in writing, including by fax or electronic mail. The notice address for each party is specified below:

(a) if to the Fund:

Nuveen New York Dividend Advantage Municipal Fund  
333 W. Wacker Drive, Suite 3300  
Chicago, IL 60606  
Attention: Gifford R. Zimmerman, Chief Administrative Officer  
Telephone: (312) 917-7945  
Facsimile: (312) 917-7952  
Email: giff.zimmerman@nuveen.com

(b) if to Banc of America:

Banc of America Preferred Funding Corporation  
One Bryant Park  
1111 Avenue of the Americas, 9<sup>th</sup> Floor  
New York, New York 10036  
Attention: James E. Nacos  
Thomas J. Visone  
Jason Strand  
Telephone: (212) 449-7358 (Nacos & Visone)  
(980) 386-4161 (Strand)  
Email: james.nacos@baml.com  
thomas.visone@baml.com  
jason.strand@bankofamerica.com

Wire Instructions:

Bank Routing Number: 026009593  
Bank Name: Bank of America, N.A.  
Account Number: 194200 0780000  
Attention: PFC 790946  
Reference: CUSIP 67066X 800

## 7.2 No Waivers

(a) The obligations of the Fund hereunder shall not in any way be modified or limited by reference to any other document, instrument or agreement (including, without limitation, the New VMTP Shares or any other Related Document). The rights of Banc of America hereunder are separate from and in addition to any rights that any Holder or Designated Owner of any New VMTP Share may have under the terms of such New VMTP Share or any Related Document or otherwise.

(b) No failure or delay by the Fund or Banc of America in exercising any right, power or privilege hereunder or under the New VMTP Shares shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No failure or delay by the Fund or Banc of America in exercising any right, power or privilege under or in respect of the New VMTP Shares or any other Related Document shall affect the rights, powers or privileges of the Fund or Banc of America hereunder or shall operate as a limitation or waiver thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

## 7.3 Expenses and Indemnification

(a) The Fund shall upon demand either, as Banc of America may require, pay in the first instance or reimburse Banc of America (to the extent that payments for the following items are not made under the other provisions hereof) for all reasonable out-of-pocket expenses (including reasonable fees and costs of outside counsel, and reasonable consulting, accounting, appraisal, investment banking, and similar professional fees and charges) incurred by Banc of America in connection with the enforcement of or preservation of rights under this Agreement. The Fund shall not be responsible under this Section 7.3(a) for the fees and costs of more than one law firm in any one jurisdiction with respect to any one proceeding or set of related proceedings for Banc of America, unless Banc of America shall have reasonably concluded that there are legal defenses available to it that are different from or additional to those available to the Fund.

(b) The Fund agrees to indemnify and hold harmless Banc of America and each other Indemnified Person of Banc of America from and against any losses, claims, damages, liabilities and reasonable out-of-pocket expenses incurred by them (including reasonable fees and disbursements of outside counsel) which are related to or arise out of (A) any material misstatements or any material statements omitted to be made in the Offering Memorandum (including any documents incorporated by reference therein) or (B) any claim by any third party relating to the exchange of Old VMTP Shares for New VMTP Shares by the Fund pursuant to Section 2.1(a)(1) hereof, or the offering or sale of the New VMTP Shares by Banc of America (x) that Banc of America aided and abetted a breach of a fiduciary duty by the Fund or any director or officer of the Fund or (y) arising from any act by the Fund or any director or officer of the Fund (excluding in any such case clauses (A) or (B), claims, losses, liabilities or expenses arising out of or resulting from the gross negligence or willful misconduct of any Indemnified Party as determined by a court of competent jurisdiction).

(c) The indemnifying party also agrees that if any indemnification sought by an Indemnified Person pursuant to this Agreement is unavailable or insufficient, for any reason, to hold harmless the Indemnified Persons of such other party in respect of any losses, claims, damages or liabilities (or actions in respect thereof), then the indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, liabilities, damages and expenses (or actions in respect thereof) in such proportion as is appropriate to reflect (i) the relative benefits received by the Fund on the one hand and Banc of America on the other hand from the actual or proposed transactions giving rise to or contemplated by this Agreement or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the Fund on the one hand and Banc of America on the other, in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages, liabilities or expenses (or actions in respect thereof), as well as any other relevant equitable considerations; provided that in any event the aggregate contribution of Banc of America and its Indemnified Persons to all losses, claims, damages, liabilities and expenses with respect to which contributions are available hereunder will not exceed the amount of dividends actually received by Banc of America from the Fund pursuant to the proposed transactions giving rise to this Agreement. For purposes of determining the relative benefits to the Fund on the one hand, and Banc of America on the other, under the proposed transactions giving rise to or contemplated by this Agreement, such benefits shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Fund pursuant to the transactions, whether or not consummated bears to (ii) the dividends and Optional Redemption Premium paid by the Fund to Banc of America in connection with the proposed transactions giving rise to or contemplated by this Agreement. The relative fault of the parties shall be determined by reference to, among other things, whether the actions taken or omitted to be taken in connection with the proposed transactions contemplated by this Agreement (including any misstatement of a material fact or the omission to state a material fact) relates to information supplied by the Fund on the one hand, or Banc of America on the other, the

parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, misstatement or alleged omission, and any other equitable considerations appropriate in the circumstances. No Person found liable for a fraudulent misrepresentation shall be entitled to contribution from any Person who is not also found liable for such fraudulent misrepresentation. The indemnity, reimbursement and contribution obligations under this Agreement shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

(d) If any action, suit, proceeding or investigation is commenced, as to which an Indemnified Person proposes to demand indemnification, it shall notify the indemnifying party with reasonable promptness; provided, however, that any failure by such Indemnified Person to notify the indemnifying party shall not relieve the indemnifying party from its obligations hereunder (except to the extent that the indemnifying party is materially prejudiced by such failure to promptly notify). The indemnifying party shall be entitled to assume the defense of any such action, suit, proceeding or investigation, including the employment of counsel reasonably satisfactory to the Indemnified Person. The Indemnified Person shall have the right to counsel of its own choice to represent it, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the indemnifying party has failed promptly to assume the defense and employ counsel reasonably satisfactory to the Indemnified Person in accordance with the preceding sentence or (ii) the Indemnified Person shall have been advised by counsel that there exist actual or potential conflicting interests between the indemnifying party and such Indemnified Person, including situations in which one or more legal defenses may be available to such Indemnified Person that are different from or additional to those available to the indemnifying party; provided, however, that the indemnifying party shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations be liable for fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Persons of such other party; and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the indemnifying party and any counsel designated by the indemnifying party.

Each party further agrees that it will not, without the prior written consent of the other party (the consent of a party shall not be required to the extent such party is neither requesting indemnification nor being requested to provide indemnification), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of each other Indemnified Person from all liability and obligations arising therefrom. The Fund further agrees that none of Banc of America, nor any of its affiliates, nor any directors, officers, partners, employees, agents, representatives or control persons of Banc of America or any of its affiliates shall have any liability to the Fund arising out of or in connection with the proposed transactions giving rise to or contemplated by this Agreement except for such liability for losses, claims, damages, liabilities or expenses to the extent they have resulted from Banc of America's or its affiliates' gross negligence or willful misconduct. No Indemnified Person shall be responsible or liable to the indemnifying party or any other person for consequential, special or punitive damages which may be alleged as a result of this Agreement.

(e) Nothing in this Section 7.3 is intended to limit either party's obligations contained in other parts of this Agreement or the New VMTP Shares.

#### **7.4 Amendments and Waivers**

Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Fund and Banc of America; provided, that the Fund shall not make or agree to any amendment or waiver that affects any preference, right or power of the New VMTP Shares or the Holders or Designated Owners thereof except as permitted under the Declaration or the Statement.

#### **7.5 Successors and Assigns**

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither the Fund nor Banc of America may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party (other than by operation of law), except that (1) any transferee satisfying the requirements set forth in Section 2.1 and which has executed and delivered to the Fund the transferee certificate attached as Exhibit C shall, prior to registration of any New VMTP Shares under the Securities Act, have the rights set forth in Section 6.18 and Section 7.15 and shall, so long as such transferee has provided a means for the Fund to transmit such information electronically to it, be entitled to receive the information delivered pursuant to Sections 6.1(o) and 6.1(p) and such transferees shall be deemed a party to this Agreement for purposes of Sections 6.1(o) and 6.1(p) and the confidentiality provisions herein as specified in the transferee certificate and (2) Banc of America may assign its rights or obligations to any affiliates of Banc of America or any tender option bond trust in which Banc of America retains the entire residual interest. Any assignment without such prior written consent shall be void.

#### **7.6 Term of this Agreement**

This Agreement shall terminate on the earlier of (x) the registration of any Outstanding New VMTP Shares under the Securities Act and (y) the redemption, repurchase or exchange of all Outstanding New VMTP Shares by the Fund and payment in full of all amounts then due and owing to Banc of America hereunder and in respect of the New VMTP Shares pursuant to the terms of the Statement; and notwithstanding any termination of this Agreement, Section 7.3, Section 7.7, Section 7.8, Section 7.10, Section 7.11, the second sentence of Section 7.12, and Section 7.13 (for a period of two (2) years after the termination of this Agreement) shall remain in full force and effect.

#### **7.7 Governing Law**

This Agreement shall be construed in accordance with and governed by the domestic law of the State of New York, except Section 7.16 below, which shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, in each case without regard to conflicts of law principles that would require the application of the law of another jurisdiction.

THE PARTIES HERETO HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE CITY OF NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY.

#### **7.8 Waiver of Jury Trial**

The Fund and Banc of America hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

#### **7.9 Counterparts**

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any counterpart or other signature delivered by facsimile or by electronic mail shall be deemed for all purposes as being a good and valid execution and delivery of this Agreement by that party.

#### **7.10 Beneficiaries**

This Agreement is not intended and shall not be construed to confer upon any Person other than the parties hereto and their successors and permitted assigns any rights or remedies hereunder.

#### **7.11 Entire Agreement**

Except as set forth in Section 7.5, this Agreement shall constitute the entire agreement and understanding between the parties hereto with respect to the matters set forth herein and shall supersede any and all prior agreements and understandings relating to the subject matter hereof.

## 7.12 Relationship to the Statement

The Fund and Banc of America agree that the representations, warranties, covenants and agreements contained in this Agreement are in addition to the terms and provisions set forth in the Statement. As between the Fund and Banc of America, the Fund and Banc of America agree that: (i) Section 2.10(d) of the Statement shall have no effect for so long as none of the New VMTP Shares have been registered under the Securities Act; and (ii) any reference in the Statement to an “Additional New York Amount Payment” and any payment obligation related thereto shall have no effect with respect to any New VMTP Shares that are being registered and sold pursuant to an effective registration statement under the Securities Act or to any subsequent transfer of such registered New VMTP Shares.

## 7.13 Confidentiality

Any information delivered by a party to this Agreement to any other party pursuant to this Agreement, including, without limitation, pursuant to Section 6.1 in the case of the Fund (collectively, the “**Information**”), shall not be disclosed by such other party (or its employees, representatives or agents) to any person or entity (except as required by law or to such of its agents and advisors as need to know and agree to be bound by the provisions of this paragraph) without the prior written consent of the party delivering the Information.

The obligations of confidentiality set out in the preceding paragraph do not extend to Information that is or becomes available to the public or is or becomes available to the party receiving the Information on a non-confidential basis or is disclosed to Holders or Designated Owners or potential Holders or Designated Owners, in each case in their capacity as such, in the offering documents of the Fund, in notices to Holders or Designated Owners pursuant to one or more of the Related Documents or pursuant to the Fund’s or Banc of America’s informational obligations under Rule 144A(d)(4) or other reporting obligation of the SEC; or is required or requested to be disclosed (i) by a regulatory agency or in connection with an examination of either party or its representatives by regulatory authorities, (ii) pursuant to subpoena or other court process, (iii) at the express direction of any other authorized government agency, (iv) to its independent attorneys or auditors, (v) as required by any NRSRO, (vi) as otherwise required by law or regulation, (vii) otherwise in connection with the enforcement of this Agreement, (viii) in connection with the exercise of any remedies hereunder or in any suit, action or proceeding relating to this Agreement and the enforcement of rights hereunder, (ix) subject to an agreement containing provisions substantially similar to those of this Section 7.13, (x) by a prospective purchaser of the New VMTP Shares that is (a) a transferee that would be permitted pursuant to Section 2.1(b) of this Agreement and (b) aware of the confidentiality provisions of this Section 7.13 and is subject to an agreement with the transferor containing provisions substantially similar thereto and that states that the Fund is an express third party beneficiary thereof, and (xi) subject to an agreement containing provisions substantially similar to those of this Section 7.13 and with the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, to any actual or prospective counterparty in any swap or derivative transactions. For the avoidance of doubt, references in this Section 7.13 to “regulatory agency,” “regulatory authorities,” “government agency” and “law or regulation” shall be deemed to include the Internal Revenue Service and state taxation authorities.

## 7.14 Severability

In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby so long as the intent of the Parties to this Agreement shall be preserved.

## 7.15 Consent Rights of the Majority Participants to Certain Actions

For so long as none of the New VMTP Shares have been registered under the Securities Act, without the affirmative vote or consent of the Majority Participants, neither the Fund nor the Board of Trustees will take or authorize the taking of any of the actions set forth under clauses (a) through (e) of this Section 7.15:

(a) The termination by the Fund of any Rating Agency or the selection of any Other Rating Agency, either in replacement for a Rating Agency or as an additional Rating Agency with respect to the New VMTP Shares.

(b) The Fund issuing or suffering to exist any “senior security” (as defined in the 1940 Act as of the date hereof or, in the event such definition shall be amended, with such changes to the definition thereof as consented to by the Majority Participants) other than (i) the New VMTP Shares issued and sold pursuant to this Agreement; (ii) borrowings for temporary purposes in an amount not to exceed 5% of the assets of the Fund, which borrowings are repaid within sixty (60) days of the incurrence thereof; (iii) the issuance of senior securities or the incurrence of indebtedness for borrowed money, the proceeds of which will be used for the exchange, retirement, redemption or repurchase of the New VMTP Shares and the payment of costs incurred in connection therewith; and (iv) as may be otherwise approved or consented to by the Majority Participants, provided that if any such “senior security” is created or incurred by the Fund it shall not require the approval of the Majority Participants if the Fund exchanges, redeems, retires or terminates such “senior security” or otherwise cures such noncompliance within five (5) Business Days of receiving notice of the existence thereof.

(c) The Fund (i) creating or incurring or suffering to be incurred or to exist any lien on any other funds, accounts or other property held under the Declaration or the Statement, except as permitted by the Declaration or the Statement or (ii) except for any lien for the benefit of the Custodian of the Fund on the assets of the Fund held by such Custodian, pledging any portfolio security to secure any senior securities or other liabilities to be incurred by the Fund (including under any tender option bond trust of which the residual floating rate trust certificates will be owned by the Fund) unless the aggregate securities pledged pursuant to all such pledges or security arrangements are valued for purposes of such security arrangements in an aggregate amount not less than 70% of their aggregate market value (determined by an independent third party pricing service) for purposes of determining the value of the collateral required to be posted or otherwise provided under all such security arrangements; provided that it shall not require the approval of the Majority Participants if any pledge or security interest in violation of the preceding sentence is created or incurred by the Fund and the Fund cures such violation within five Business Days of receiving notice of the existence thereof.

(d) Approval of any amendment, alteration or repeal of any provision of the Declaration or the Statement, whether by merger, consolidation, reorganization or otherwise, that would affect any preference, right or power of the New VMTP Shares differentially from the rights of the holders of the Common Shares; or

(e) Approval of any action to be taken pursuant to Sections 2.5(g) and 2.15 of the Statement (other than the issuance of additional series of Variable Rate MuniFund Term Preferred Shares or other Preferred Shares, the proceeds of which will be used for the redemption or repurchase of the New VMTP Shares and costs incurred in connection therewith).

In addition, if the Board of Trustees shall designate a replacement to the S&P Municipal Bond 7 Day High Grade Rate Index pursuant to the definition of SIFMA Municipal Swap Index contained in the Statement, the Fund shall notify the Holders of the New VMTP Shares within five (5) Business Days of such designation, and if within thirty (30) days of such notice the Majority Participants shall have objected in writing to the designated replacement, the Board of Trustees shall designate a replacement to such index as agreed to between the Fund and the Majority Participants. In such event, the replacement index initially approved by the Board of Trustees shall be the index in effect for purposes of the Statement until a new index has been approved by the Fund and the Majority Participants.

## 7.16 Disclaimer of Liability of Officers, Trustees and Beneficiaries

A copy of the Declaration of Trust of the Fund is on file with the Secretary of The Commonwealth of Massachusetts, and notice hereby is given that this Agreement is executed on behalf of the Fund by an officer of the Fund in his or her capacity as an officer of the Fund and not individually and that the obligations of the Fund under or arising out of this Agreement are not binding upon any of the Trustees, officers or shareholders individually but are binding only upon the assets and properties of the Fund. All persons extending credit to, contracting with or having a claim against the Fund must look solely to the Fund’s assets and property for the enforcement of any claims against the Fund as none of the Fund’s officers, agents or shareholders, whether past, present or future, assume any personal liability for obligations entered on behalf of the Fund.

[The remainder of this page has been intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NUVEEN NEW YORK DIVIDEND ADVANTAGE MUNICIPAL FUND  
By:   / s / Kevin J. McCarthy  
Name: Kevin J. McCarthy  
Title: Vice President & Secretary

---

BANC OF AMERICA PREFERRED FUNDING CORPORATION  
By:   / s / Edward Curland  
Name: Edward Curland  
Title: Authorized Signatory

---

**SCHEDULE 1**

Description of Shares:

940 Nuveen New York Dividend Advantage Municipal Fund Variable Rate MuniFund Term Preferred Shares, Series 2019, with a Liquidation Preference of \$100,000 per share ("New VMTP Shares") issued in exchange for 940 Nuveen New York Dividend Advantage Municipal Fund Variable Rate MuniFund Term Preferred Shares, Series 2017; and 530 New VMTP Shares, issued in exchange for \$53,000,000 in immediately available funds.

Total New VMTP Shares to be issued pursuant to this Agreement: 1,470 shares.

**EXHIBIT A**

**FORMS OF OPINIONS OF COUNSEL FOR THE FUND**

**EXHIBIT A-1**

**FORM OF CORPORATE AND 1940 ACT OPINION**

[ON FILE]

**EXHIBIT A-2**

**FORM OF TAX OPINION**

[ON FILE]

**EXHIBIT A-3**

**FORM OF LOCAL COUNSEL OPINION**

[ON FILE]

**EXHIBIT B**

**ELIGIBLE ASSETS**

On the Effective Date and at all times thereafter:

1. All assets in the Fund consist of "Eligible Assets", defined to consist only of the following as of the time of investment:

A. Debt obligations

i. "Municipal securities," defined as obligations of a State, the District of Columbia, a U.S. territory, or a political subdivision thereof, and including general obligations, limited obligation bonds, revenue bonds, and obligations that satisfy the requirements of section 142(b)(1) of the Internal Revenue Code of 1986 issued by or on behalf of any State, the District of Columbia, any U.S. territory or any political subdivision thereof, including any municipal corporate instrumentality of 1 or more States, or any public agency or authority of any State, the District of Columbia, any U.S. territory or any political subdivision thereof, including obligations of any of the foregoing types related to financing a 501(c)(3) organization. The purchase of any municipal security will be based upon the Investment Adviser's assessment of an asset's relative value in terms of current yield, price, credit quality, and future prospects; and the Investment Adviser will monitor the creditworthiness of the Fund's portfolio investments and analyze economic, political and demographic trends affecting the markets for such assets. Eligible Assets shall include any municipal securities that at the time of purchase are paying scheduled principal and interest or if at the time of purchase are in payment default, then in the sole judgment of the Investment Adviser are expected to produce payments of principal and interest whose present value exceeds the purchase price.

ii. Debt obligations of the United States.

iii. Debt obligations issued, insured, or guaranteed by a department or an agency of the U.S. Government, if the obligation, insurance, or guarantee commits the full faith and credit of the United States for the repayment of the obligation.

iv. Debt obligations of the Washington Metropolitan Area Transit Authority guaranteed by the Secretary of Transportation under Section 9 of the National Capital Transportation Act of 1969.

v. Debt obligations of the Federal Home Loan Banks.

vi. Debt obligations, participations or other instruments of or issued by the Federal National Mortgage Association or the Government National Mortgage Association.

vii. Debt obligations which are or ever have been sold by the Federal Home Loan Mortgage Corporation pursuant to sections 305 or 306 of the Federal Home Loan Mortgage Corporation Act.

viii. Debt obligations of any agency named in 12 U.S.C. § 24(Seventh) as eligible to issue obligations that a national bank may underwrite,



deal in, purchase and sell for the bank's own account, including qualified Canadian government obligations.

ix. Debt obligations of the Fund other than those specified in (i) through (viii) above that are "investment grade" and that are "marketable." For these purposes, an obligation is

(aa) "marketable" if:

- it is registered under the Securities Act;
- it is offered and sold pursuant to Securities and Exchange Commission Rule 144A; 17 CFR 230.144A; or
- it can be sold with reasonable promptness at a price that corresponds reasonably to its fair value; and

(bb) "investment grade" if:

- the obligor had adequate capacity to meet financial commitments under the security for the projected life of the asset or exposure, which capacity is presumed if the risk of default by the obligor is low and the full and timely repayment of the principal and interest is expected.

x. Certificates or other securities evidencing ownership interests in a municipal bond trust structure (generally referred to as a tender option bond structure) that invests in (a) debt obligations of the types described in (i) above or (b) depository receipts reflecting ownership interests in accounts holding debt obligations of the types described in (i) above.

xi. The bonds, notes and other debt securities referenced in (A) above shall be defined as Eligible Assets. An asset shall not lose its status as an Eligible Asset solely by virtue of the fact that:

- it provides for repayment of principal and interest in any form including fixed and floating rate, zero interest, capital appreciation, discount, leases, and payment in kind; or
- it is for long-term or short-term financing purposes.

#### B. Derivatives

i. Interest rate derivatives;

ii. Swaps, futures, forwards, structured notes, options and swaptions related to Eligible Assets or on an index related to Eligible Assets; or

iii. Credit default swaps.

#### C. Other Assets

i. Shares of other investment companies (open- or closed-end funds and ETFs) the assets of which consist entirely of Eligible Assets based on the Investment Adviser's assessment of the assets of each such investment company taking into account the investment company's most recent publicly available schedule of investments and publicly disclosed investment policies.

ii. Cash;

iii. Repurchase agreements on assets described in A above; or

iv. Taxable fixed-income securities, for the purpose of acquiring control of an issuer whose municipal bonds (a) the Fund already owns and (b) have deteriorated or are expected shortly to deteriorate that such investment should enable the Fund to better maximize its existing investment in such Fund, provided that the Fund may invest no more than 0.5% of its total assets in such securities.

D. Other assets, upon written agreement of Banc of America that such assets are eligible for purchase by Banc of America.

2. The Investment Adviser has instituted policies and procedures that it believes are sufficient to ensure that the Fund and it comply with the representations, warranties and covenants contained in this Exhibit B to the Agreement.

3. The Fund will, upon request, provide Banc of America and its internal and external auditors and inspectors as Banc of America may from time to time designate, with all reasonable assistance and access to information and records of the Fund relevant to the Fund's compliance with and performance of the representations, warranties and covenants contained in this Exhibit B to the Agreement, but only for the purposes of internal and external audit.

### EXHIBIT C

#### TRANSFeree CERTIFICATE

Nuveen New York Dividend Advantage Municipal Fund

333 W. Wacker Drive, Suite 3300

Chicago, IL 60606

Attention: Gifford R. Zimmerman,

Chief Administrative Officer

Ladies and Gentlemen:

Reference is hereby made to the VMTP Purchase and Exchange Agreement (the "Purchase Agreement"), dated as of July 1, 2016, between Nuveen New York Dividend Advantage Municipal Fund, a closedend fund organized as a Massachusetts business trust under the laws of the Commonwealth of Massachusetts (the "Fund") and Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors by merger or operation (the "Transferor"). Capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement.

In connection with the proposed sale by the Transferor of \_\_\_\_\_ New VMTP Shares (the "Transferred Shares") to the undersigned transferee (the "Transferee"), the undersigned agrees and acknowledges, on its own behalf, and makes the representations and warranties, on its own behalf, as set forth in this certificate (this

“Transferee Certificate”) to the Fund and the Transferor:

1. The Transferee certifies to one of the following (check a box):

is a “**qualified institutional buyer**” (a “QIB”) (as defined in Rule 144A under the Securities Act or any successor provision) (“Rule 144A”) that is a registered closed-end management investment company the shares of which are traded on a national securities exchange (a “Closed End Fund”), a bank or an entity that is a 100% direct or indirect subsidiary of a bank’s publicly traded holding company (a “Bank”), insurance company or registered open-end management investment company, in each case, to which any offer and sale is being made pursuant to Rule 144A or another available exemption from registration under the U.S. Securities Act of 1933, as amended (the “Securities Act”), in a manner not involving any public offering within the meaning of Section 4(a)(2) of the Securities Act;

it is a tender option bond trust in which all investors are QIBs that are ClosedEnd Funds, Banks, insurance companies, or registered open-end management investment companies; or

is a person which the Fund has consented in writing to permit to be the holder of the Transferred Shares.

2. The Transferee certifies that it (check a box):

is not a Nuveen Person that after such sale and transfer, would own more than 20% of the Outstanding New VMTP Shares; or

has received the prior written consent of the Fund and the holder(s) of more than 50% of the outstanding New VMTP Shares.

3. The Transferee certifies that it (check a box):

is a natural person subject to New York taxation on his or her income; or

is not a natural person and seeks to pay dividends (or make other distributions or allocations of income) that are exempt from New York income tax; or

neither of the above.

4. The Transferee understands and acknowledges that the Transferred Shares are “restricted securities” and have not been registered under the Securities Act or any other applicable securities law, are being offered for sale pursuant to Rule 144A of the Securities Act or another available exemption from registration under the Securities Act, in a manner not involving any public offering with the meaning of Section 4(a)(2) of the Securities Act, and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities law, pursuant to an exemption therefrom or in a transaction not subject thereto and in each case in compliance with the conditions for transfer set forth in this Transferee Certificate.

5. The Transferee is purchasing the Transferred Shares for its own account for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act, subject to any requirements of law that the disposition of its property be at all times within its or their control and subject to its or their ability to resell such securities pursuant to Rule 144A or any exemption from registration available under the Securities Act.

6. The Transferee agrees on its own behalf and on behalf of each subsequent holder or owner of the Transferred Shares by its acceptance thereof will agree to offer, sell or otherwise transfer the Transferred Shares only to (A)(i) Persons such Transferee reasonably believes are QIBs that are registered closed-end management investment companies, the shares of which are traded on a national securities exchange, Banks, insurance companies or registered open-end management investment companies, in each case, pursuant to Rule 144A or another available exemption from registration under the Securities Act, in a manner not involving any public offering within the meaning of Section 4(a)(2) of the Securities Act, (ii) tender option bond trusts in which it reasonably believes all investors are Persons such Transferee reasonably believes are QIBs that are registered closed-end management investment companies, the shares of which are traded on a national securities exchange, Banks, insurance companies, or registered openend management investment companies, or (iii) other investors which the Fund has consented in writing to permit to be a holder of the Transferred Shares and (B) unless the prior written consent of the Fund and the holder(s) of more than 50% of the outstanding New VMTP Shares has been obtained, is not a Nuveen Person, if such Nuveen Person would, after such sale and transfer, own more than 20% of the Outstanding New VMTP Shares.

7. The Transferee acknowledges that the New VMTP Shares were issued in book-entry form and are represented by one global certificate and that the global certificate representing the New VMTP Shares (unless sold to the public in an underwritten offering of the New VMTP Shares pursuant to a registration statement filed under the Securities Act) contains a legend substantially to the following effect:

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAW. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY TO (1) (A) A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” THAT IS A REGISTERED CLOSED-END MANAGEMENT INVESTMENT COMPANY, THE SHARES OF WHICH ARE TRADED ON A NATIONAL SECURITIES EXCHANGE, BANKS, ENTITIES THAT ARE 100% DIRECT OR INDIRECT SUBSIDIARIES OF BANKS’ PUBLICLY TRADED PARENT HOLDING COMPANIES, INSURANCE COMPANIES OR REGISTERED OPENEND MANAGEMENT INVESTMENT COMPANIES, IN EACH CASE, IN AN OFFER AND SALE MADE PURSUANT TO RULE 144A OR ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, IN A MANNER NOT INVOLVING ANY PUBLIC OFFERING WITHIN THE MEANING OF SECTION 4(a)(2) OF THE SECURITIES ACT; (B) A TENDER OPTION BOND TRUST IN WHICH ALL INVESTORS ARE PERSONS THE HOLDER REASONABLY BELIEVES ARE QUALIFIED INSTITUTIONAL BUYERS THAT ARE REGISTERED CLOSED-END MANAGEMENT INVESTMENT COMPANIES, THE SHARES OF WHICH ARE TRADED ON A NATIONAL SECURITIES EXCHANGE, BANKS, ENTITIES THAT ARE 100% DIRECT OR INDIRECT SUBSIDIARIES OF BANKS’ PUBLICLY TRADED PARENT HOLDING COMPANIES, INSURANCE COMPANIES, OR REGISTERED OPEN-END MANAGEMENT INVESTMENT COMPANIES; OR (C) A PERSON THAT THE ISSUER OF THE SECURITY HAS APPROVED IN WRITING TO BE THE HOLDER OF THE SECURITY AND (2) UNLESS THE PRIOR WRITTEN CONSENT OF THE ISSUER OF THE SECURITY AND HOLDERS OF MORE THAN 50% OF THE OUTSTANDING NEW VMTP SHARES IS OBTAINED, NOT A NUVEEN PERSON (AS DEFINED IN THE VMTP PURCHASE AND EXCHANGE AGREEMENT, DATED JULY 1, 2016, BETWEEN THE ISSUER OF THE SECURITY AND BANC OF AMERICA PREFERRED FUNDING CORPORATION), IF SUCH NUVEEN PERSON WOULD, AFTER SUCH SALE AND TRANSFER, OWN MORE THAN 20% OF THE OUTSTANDING NEW VMTP SHARES.

8. The Transferee has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Transferred Shares, and has so evaluated the merits and risks of such investment. The Transferee is able to bear the economic risk of an investment in the Transferred Shares and, at the present time, is able to afford a complete loss of such investment.

9. The Transferee acknowledges that it has received a copy of the Purchase Agreement and Appendices thereto and agrees to abide by any obligations therein binding on a transferee of the New VMTP Shares and the confidentiality obligations therein with respect to information relating to the Fund as if it were the Transferor.

10. The Transferee acknowledges that it has received a copy of the Registration Rights Agreement and agrees to abide by any obligations therein binding on a transferee of the New VMTP Shares.

11. The Transferee acknowledges that it has been given the opportunity to obtain from the Fund the information referred to in Rule 144A(d)(4) under the Securities Act,

and has either declined such opportunity or has received such information and has had access to and has reviewed all information, documents and records that it has deemed necessary in order to make an informed investment decision with respect to an investment in the Transferred Shares and that the Transferee understands the risk and other considerations relating to such investment.

12. The Transferee acknowledges that it has sole responsibility for its own due diligence investigation and its own investment decision relating to the Transferred Shares. The Transferee understands that any materials presented to the Transferee in connection with the purchase and sale of the Transferred Shares does not constitute legal, tax or investment advice from the Fund. The Transferee has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with the purchase of the Transferred Shares.

13. The Transferee acknowledges that each of Transferor and the Fund and their respective affiliates and others will rely on the acknowledgments, representations and warranties contained in this Transferee's Certificate as a basis for exemption of the sale of the Transferred Shares under the Securities Act, under the securities laws of all applicable states, and for other purposes. The Transferee agrees to promptly notify the Fund and the Transferor if any of the acknowledgments, representations or warranties set forth herein are no longer accurate.

14. This Transferee's Certificate shall be governed by and construed in accordance with the laws of the State of New York.

15. The Transferee agrees to provide, together with this completed and signed Transferee's Certificate, a completed and signed IRS Form W-9, Form W-8 or successor form, as applicable.

[Signature Page Follows.]

The undersigned has provided a completed and signed IRS Form W-9, Form W-8 or successor form, as applicable, and has caused this Transferee's Certificate to be executed by its duly authorized representative as of the date set forth below.

Date:

Name of Transferee (use exact name in which Transferred Shares are to be registered):

Authorized Signature

Print Name and Title

Address of Transferee for Registration of Transferred Shares:

Transferee's taxpayer identification number:

#### EXHIBIT D

#### INFORMATION TO BE PROVIDED BY THE FUND

Reporting as of:

TOB Floaters: \$

CUSIP	Portfolio Name	Description	Market Value	Par Value	Rating	State
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

## REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”), executed as of July 1, 2016, is made between Nuveen New York Dividend Advantage Municipal Fund, a closed-end fund formed in Massachusetts (the “**Fund**”), and Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors by merger or operation of law (the “**Shareholder**”).

### RECITALS

A. As of the date hereof, the Shareholder holds 1,470 VMTP Shares (as defined below) issued by the Fund; and

B. The Fund and the Shareholder have entered into that certain VMTP Purchase and Exchange Agreement, dated as of July 1, 2016 (the “**Purchase and Exchange Agreement**”), regarding the purchase and exchange of the VMTP Shares for cash and Variable Rate MuniFund Term Preferred Shares, Series 2017, respectively, and certain other rights and obligations of the parties thereto as set forth therein.

NOW THEREFORE, the Parties are entering into this Agreement to provide for certain registration rights as follows:

**1. Certain Definitions.** As used in this Agreement, the following terms have the following respective meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person (including any Subsidiary) and “**Affiliates**” shall have correlative meaning. For the purpose of this definition, the term “**Control**” (including with correlative meanings, the terms “**Controlling**”, “**Controlled by**” and “**under common Control with**”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Blue Sky**” means the statutes of any state regulating the sale of corporate securities within that state.

“**Board**” means the board of trustees of the Fund or any duly authorized committee thereof.

“**Commission**” means the United States Securities and Exchange Commission.

“**Demand Registration**” has the meaning set forth in Section 3.1.

“**Designated Representative**” has the meaning set forth in Section 6(j)(v).

“**Effective Date**” means the date of this Agreement.

“**FINRA**” shall mean the Financial Industry Regulatory Authority or any successor.

“**Form N-2**” means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the Commission.

“**Fund**” has the meaning set forth in the preamble to this Agreement.

“**Fund Indemnified Persons**” means the Fund and its affiliates and trustees, officers, partners, employees, agents, representatives and control persons entitled to indemnification by the Holders under Section 7.

“**Holder**” means the Shareholder and any Permitted Transferees of the Shareholder entitled to the rights, and bound by the obligations under, this Agreement, in accordance with Section 8.11.

“**Holder Indemnified Persons**” means, with respect to each Holder, such Holder and its affiliates and directors, officers, partners, trustees, employees, agents, representatives and control persons entitled to indemnification by the Fund under Section 7.

“**Indemnified Party**” has the meaning set forth in Section 7.3.

“**Indemnifying Party**” has the meaning set forth in Section 7.3.

“**Initiating Holder(s)**” has the meaning set forth in Section 3.1.

“**Investment Adviser**” means Nuveen Fund Advisors, LLC, or any successor company or entity thereto, and any successor investment adviser to the Fund.

“**Majority Holders**” means the Holder(s) of more than 50% of the Outstanding VMTP Shares.

“**1940 Act**” means the Investment Company Act of 1940, as amended.

“**Nuveen Persons**” means the Investment Adviser and affiliated persons of the Investment Adviser (as defined in Section 2(a)(3) of the 1940 Act).

“**Outstanding**” has the meaning set forth in the Statement.

“**Parties**” means collectively the Fund, the Shareholder and any Permitted Transferee who becomes a party to this Agreement. Each of the Parties shall be referred to as a “**Party**”.

“**Permitted Transferee**” means, on any date prior to the VMTP Shares having been registered under the Securities Act, any Person permitted to be a transferee of VMTP Shares pursuant to Section 2.18 of the Statement to which VMTP Shares are transferred in compliance with Section 8.11.

“**Person**” means and includes an individual, a partnership, a trust, a corporation, a limited liability company, an unincorporated association, a joint venture or other entity or a government or any agency or political subdivision thereof.

“**Prospectus**” shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, any prospectus filed by the Fund under Rule 430A or Rule 497 of the rules and regulations of the Commission under the Securities Act in connection therewith, and any advertising or sales material prepared by the Fund and filed under Rule 482 of the rules and regulations of the Commission under the Securities Act in connection therewith, including in each such case all amendments and supplements to any such prospectus, advertising or sales material, and in each case including all material incorporated by reference therein.

“**Public Offering**” means an offering of Registrable Securities pursuant to an effective registration statement under the Securities Act.

“**Purchase and Exchange Agreement**” has the meaning set forth in the recitals to this Agreement.

“**Registration**” means a registration effected by preparing and filing a Registration Statement and the declaration or ordering of the effectiveness of that Registration Statement, and the terms “**Register**” and “**Registered**” have meanings correlative with the foregoing.

“**Registrable Securities**” means (i) VMTP Shares owned by the Shareholder or any Permitted Transferee, and (ii) VMTP Shares or any other securities of the Fund issued as a dividend or other distribution with respect to, or in exchange for, or in replacement of, the VMTP Shares referred to in clause (i).

“**Registration Expenses**” means all expenses incurred by the Fund in complying with Section 3, including all Registration, qualification, and filing fees, printing expenses, fees and disbursements of counsel for the Fund, reasonable fees and disbursements of one special counsel for all Holders (selected by the Shareholder so long as it is a Holder; otherwise selected by the Majority Holders) up to an amount not to exceed U.S.\$25,000, Blue Sky-related fees and expenses, the expense of any reasonably necessary special audits or comfort letters incident to or required by a Registration and the reasonable costs and expenses of attending domestic road show presentations. Registration Expenses do not include any underwriting discounts or commissions or any fees or expenses of counsel to the Holders in excess of such \$25,000 amount referenced above.

“**Registration Statement**” means a registration statement prepared on Form N-2 under the Securities Act including the related preliminary prospectus or prospectuses.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as from time to time in effect.

“**Shareholder**” has the meaning set forth in the preamble to this Agreement.

“**Statement**” means the Second Statement Establishing and Fixing the Rights and Preferences of Variable Rate MuniFund Term Preferred Shares, including the Appendix thereto, effective as of July 1, 2016, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“**Underwriters’ Representative**” has the meaning set forth in Section 3.3(b).

“**U.S.\$**” or “**USD**” means United States dollars.

“**VMTP Shares**” means the variable rate munifund term preferred shares, Series 2019, of the Fund, with a par value of U.S.\$01 per share and a liquidation preference of U.S.\$100,000 per share.

**2. Registration Rights; Applicability of Rights.** The Holders shall be entitled to the rights with respect to the registration of the Registrable Securities set forth in this Agreement.

### **3. Demand Registration.**

**3.1. Request for Registration.** If the Fund receives from the Majority Holders (referred to as the “**Initiating Holder(s)**”) a request in writing that the Fund effect any Registration with respect to the Registrable Securities, subject to the terms of this Agreement, the Fund shall (i) within ten (10) days of receipt of such written request, give written notice of the proposed Registration to all other Holders, and (ii) as soon as practicable but, in any event, within thirty (30) days following receipt of such written request, use its commercially reasonable best efforts to effect Registration of those Registrable Securities (“**Demand Registration**”) which the Fund has been so requested to register, together with all other Registrable Securities which the Fund has been requested to register by Holders thereof by written request given to the Fund within twenty (20) days after receiving written notice from the Fund, subject to the limitations of this Section 3. The Fund shall not be obligated to take any action to effect any Registration pursuant to this Section 3.1 after the Fund has effected one Registration pursuant to this Section 3.1 and such Registration has been declared or ordered effective (and has not been subject to a “stop order” of the Commission). The substantive provisions of Section 3.3 shall be applicable to any Registration initiated under this Section 3.1.

**3.2. Right of Deferral.** Notwithstanding the foregoing, the Fund shall not be obligated to file a Registration Statement pursuant to this Section 3 if the Fund furnishes to those Holders requesting Registration of Registrable Securities a certificate signed by the chief executive officer or chairman of the board of the Fund stating that in the good faith judgment of the Board it would be seriously detrimental to the Fund or its shareholders for a Registration Statement to be filed in the near future. In such event, the Fund's obligation to use its commercially reasonable best efforts to file a Registration Statement shall be deferred for a period not to exceed ninety (90) days from the receipt of the request to file the registration by the Initiating Holder(s); provided, that the Fund shall not exercise the right to delay a request contained in this Section 3.2 more than once in any 12 month period, and provided further, that during such deferral period, the Fund shall not file a Registration Statement with respect to any preferred shares of the Fund.

#### **3.3. Underwriting in Demand Registration.**

(a) **Notice of Underwriting.** If the Initiating Holder(s) intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Fund as a part of their request made pursuant to this Section 3, and the Fund shall include that information in the written notice referred to in Section 3.1. The right of any Holder to Registration pursuant to this Section 3 shall be conditioned upon such Holder's agreement to participate in the underwriting and the inclusion of that Holder's Registrable Securities in the underwriting to the extent provided herein.

(b) **Selection of Underwriter in Demand Registration.** The Fund shall (together with all Holders proposing to distribute their securities through the underwriting) enter into an underwriting agreement in customary form for an underwritten offering made solely by selling shareholders with the underwriter or, if more than one, the lead underwriter acting as the representative of the underwriters (the “**Underwriters’ Representative**”) selected for the underwriting by the Initiating Holder(s) with the consent of the Fund, not to be unreasonably withheld.

(c) **Marketing Limitation in Demand Registration.** Notwithstanding any other provision of this Section 3, in the event the Underwriters’ Representative advises the Fund in writing that market factors (including the aggregate number of VMTP Shares requested to be Registered, the general condition of the market, and the status of the Persons proposing to sell securities pursuant to the Registration) require a limitation of the number of shares to be underwritten, then the Fund shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares of Registrable Securities that may be included in the Registration and underwriting shall be allocated among all Holders of such Registrable Securities on a pro rata basis based on the number of Registrable Securities requested to be included in the Registration by all such selling Holders (including the Initiating Holder(s)); provided, however, that the number of Registrable Securities to be included in any such underwriting held by Holders shall not be reduced unless all other securities of the Fund, its Affiliates and Nuveen Persons are first entirely excluded from the underwriting. Unless the prior written consent of the Majority Holders has been obtained, the number of Registrable Securities included in any such underwriting shall not be reduced to less than ninety percent (90%) of the number of the Registrable Securities requested to be included. Any Registrable Securities or other securities excluded from the underwriting by reason of this Section 3.3(c) shall be withdrawn from the Registration. To facilitate the allocation of shares in accordance with the foregoing, the Fund or the underwriters may round the number of shares allocated to any Holder to the nearest one share.

(d) **Right of Withdrawal in Demand Registration.** If any Holder of Registrable Securities (other than the Initiating Holder(s)) disapproves of the terms of the underwriting, such Holder may elect to withdraw therefrom by written notice to the Fund and the Underwriters’ Representative proposing to distribute their securities through the underwriting, delivered at least twenty (20) days prior to the effective date of the Registration Statement. The securities so withdrawn shall also be withdrawn from the Registration Statement.

**4. Expenses of Registration.** All Registration Expenses incurred in connection with any Registration pursuant to Section 3.1 shall be borne by the Fund.

**5. Assignability of Registration Rights; Termination of Registration Rights; Limitation on Subsequent Registration Rights**

5.1. *Assignability of Registration Rights.* Except as provided in Section 8.11, no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party to this Agreement.

5.2. *Termination of Registration Rights.* The rights to cause the Fund to register Registrable Securities granted under Section 3 and to receive notices pursuant to Section 3, shall terminate on the earliest of (i) the twenty-seven (27) month anniversary of the Effective Date, unless extended, (ii) a notice of redemption having been issued by the Fund under the Statement for the redemption of all of the Registrable Securities unless a Redemption Default (as defined in the Statement) has occurred, or the repurchase by the Fund (including by exchange of securities) of and cancellation of all of the Registrable Securities or (iii) the date a Demand Registration has been effected and the Registrable Securities have been sold or otherwise disposed of in accordance with the plan of distribution set forth in the Registration Statement and Prospectus relating thereto or, subject to Section 3.3(d), all Holders have withdrawn from the Demand Registration.

**6. Registration Procedures and Obligations.** Whenever required under this Agreement to effect the Registration of any Registrable Securities, the Fund shall, as expeditiously as commercially reasonably possible:

(a) (i) prepare and file a Registration Statement with the Commission which (x) shall be on Form N-2, if available, (y) shall be available for the sale or exchange of the Registrable Securities in accordance with the intended method or methods of distribution by the selling Holders thereof, and (z) shall comply as to form with the requirements of the applicable form and include all financial statements required by the Commission to be filed therewith and all other information reasonably requested by the Underwriters' Representative to be included therein relating to the underwriters and plan of distribution for the Registrable Securities, (ii) use its commercially reasonable best efforts to cause such Registration Statement to become effective and remain effective for up to ninety (90) days or, if earlier, until the Holder or Holders have completed the distribution thereto or withdrawn from such plan of distribution, (iii) cause each Registration Statement, as of the effective date of such Registration Statement, (x) to comply in all material respects with any requirements of the Securities Act and (y) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iv) cause each Prospectus, as of the date thereof, (x) to comply in all material respects with any requirements of the Securities Act and (y) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) subject to Section 6(a), prepare and file with the Commission such amendments and post-effective amendments to such Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period; cause each such Prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to applicable rules under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the selling Holders thereof, as set forth in such registration statement;

(c) furnish to each Holder for which the Registrable Securities are being registered and to each underwriter of an underwritten offering of the Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendments or supplements thereto and such other documents as such Holder or underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities; the Fund hereby consents to the use of the Prospectus, including each preliminary Prospectus, by each Holder for which the Registrable Securities are being registered and each underwriter of an underwritten Public Offering of the Registrable Securities, if any, in connection with the offering and sale of the Registrable Securities covered by the Prospectus or the preliminary Prospectus, as applicable;

(d) (i) use its commercially reasonable best efforts to register or qualify the Registrable Securities, no later than the time the applicable Registration Statement is declared effective by the Commission, under all applicable state securities or Blue Sky laws of such United States jurisdictions as the Underwriters' Representative, if any, or any Holder having Registrable Securities covered by a Registration Statement, shall reasonably request; (ii) use its commercially reasonable best efforts to keep each such registration or qualification effective during the period such Registration Statement is required to be kept effective; and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable each underwriter, if any, and any such Holder to consummate the disposition in each such jurisdiction of such Registrable Securities the registration of which such Holder is requesting; *provided, however*, that the Fund shall not be obligated to qualify to do business or to file a general consent to service of process in any such state or jurisdiction, unless the Fund is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) notify each Holder for which the Registrable Securities are being registered promptly, and, if requested by such Holder, confirm such advice in writing, (i) when such Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective, (ii) of the issuance by the Commission or any state securities authority of any stop order, injunction or other order or requirement suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose, (iii) if, between the effective date of such Registration Statement and the closing of any sale of Registrable Securities covered thereby pursuant to any agreement to which the Fund is a party relating to such sale, the representations and warranties of the Fund contained in such agreement cease to be true and correct in all material respects or if the Fund receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, and (iv) of the happening of any event during the period such Registration Statement is effective as a result of which such Registration Statement or the related Prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) furnish a designated single counsel for each of the underwriters, if any, and for the Holders for which the Registrable Securities are being registered, copies of any request by the Commission or any state securities authority for amendments or supplements to a Registration Statement and Prospectus or for additional information;

(g) use its commercially reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible time;

(h) upon request, furnish to the Underwriters' Representative of an underwritten Public Offering of the Registrable Securities, if any, without charge, at least one signed copy of such Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits; and furnish to each Holder for which the Registrable Securities are being registered, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(i) upon the occurrence of any event contemplated by clause (iv) of Section 6(e), use commercially reasonable best efforts to prepare a supplement or post-effective amendment to such Registration Statement or the related Prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) enter into customary agreements (including, in the case of an underwritten Public Offering, underwriting agreements in customary form for sales only by selling shareholders, and including provisions with respect to indemnification and contribution in customary form and consistent with the provisions relating to indemnification and contribution contained herein) and take all other customary and appropriate actions that are commercially reasonable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the plan of distribution set forth in the Registration Statement and the Prospectus, and in connection therewith:

(i) in the case of any underwritten Public Offering, make such representations and warranties to (x) the underwriters and (y) insofar as they relate to the nature and the validity of the offering, the selling Holders of such Registrable Securities, in form, substance and scope as are customarily made by

issuers to underwriters and, as applicable, selling shareholders in similar underwritten offerings;

(ii) in the case of any underwritten Public Offering, obtain opinions of counsel to the Fund and updates thereof addressed to (x) the underwriters and (y) insofar as they relate to the nature and the validity of the offering, each selling Holder, covering the matters customarily covered in opinions requested in similar underwritten offerings and such other matters as may be reasonably requested by underwriters and such Holders (and which opinions (in form, scope and substance) shall be reasonably satisfactory to the Underwriters' Representative, if any, and, where relevant, the Majority Holders of the Registrable Securities being sold);

(iii) in the case of any underwritten Public Offering, obtain "comfort" letters or "agreed-upon procedures" letters and updates thereof from the Fund's independent certified public accountants addressed to the selling Holders of the Registrable Securities, if permissible, and underwriters, which letters shall be customary in form and shall cover matters of the type customarily covered in such letters to underwriters and such Holders in connection with firm commitment underwritten offerings;

(iv) to the extent requested and customary for the relevant transaction, enter into a securities sales agreement with the selling Holders providing for, among other things, the appointment of such representative as agent for the selling Holders for the purpose of soliciting purchases of the Registrable Securities, which agreement shall be customary in form, substance and scope and shall contain customary representations, warranties and covenants relating to the nature and validity of the offering; and

(v) deliver such customary documents and certificates as may be reasonably requested by a designated representative of the Majority Holders of the Registrable Securities being sold (the "**Designated Representative**") or by the Underwriters' Representative, if any;

(k) make available for inspection by the Designated Representative and by any underwriters participating in any disposition pursuant to such Registration Statement and a single counsel or accountant retained by such Holders or by counsel to such underwriters, all relevant financial and other records, pertinent corporate documents and properties of the Fund and cause the respective officers, trustees and employees of the Fund to supply all information reasonably requested by such Designated Representative, underwriter, counsel or accountant in connection with such Registration Statement;

(l) within a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or any amendment or supplement to a Prospectus, provide copies of such document to the selling Holders of the Registrable Securities and to counsel to such Holders and to the underwriter or underwriters of a underwritten Public Offering of the Registrable Securities, if any; fairly consider such reasonable changes in any such document prior to or after the filing thereof as the counsel to the Holders or the underwriter or the underwriters may request and not file any such document in a form to which the Majority Holders of the Registrable Securities being registered or any Underwriters' Representative shall reasonably object unless required by law; and make such of the representatives of the Fund as shall be reasonably requested by the Designated Representative or the Underwriters' Representative available for discussion of such document;

(m) otherwise use its commercially reasonable best efforts to comply with all applicable rules and regulations of the Commission, including making available to its security holders an earnings statement covering at least twelve (12) months which shall satisfy the provisions of the Securities Act and the rules thereunder;

(n) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter in an underwritten offering; and

(o) use its commercially reasonable best efforts to facilitate the distribution and sale of any Registrable Securities to be offered pursuant to this Agreement, including by participating in domestic road show presentations, holding meetings with potential investors and taking such other actions as shall be reasonably requested by the Designated Representative or the lead managing underwriter of an underwritten offering.

Each selling Holder of the Registrable Securities as to which any Registration is being effected pursuant to this Agreement agrees, as a condition to the Registration obligations with respect to such Holder provided herein, to furnish to the Fund such information regarding such Holder required to be included in the Registration Statement, the ownership of the Registrable Securities by such Holder (including information on the Persons having voting and dispositive control thereof) and the proposed distribution by such Holder of such Registrable Securities as the Fund may from time to time reasonably request in writing. Each selling Holder of the Registrable Securities as to which any Registration is being effected pursuant to this Agreement also agrees, as a condition to the Registration obligations with respect to such Holder provided herein, to suspend use of any Prospectus if it has received the notification contemplated by Section 6(e)(iv) until such time as the Fund notifies such Holder that it has complied with Section 6(i) above.

## 7. Indemnification.

**7.1. Fund's Indemnification of Holders.** The Fund agrees to indemnify and hold harmless each Holder and each other Holder Indemnified Person from and against any losses, claims, damages, liabilities or expenses incurred by them (including reasonable fees and disbursements of outside counsel) which are related to or arise out of any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any amendment or supplement thereto, or arise out of or relate to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder or its Affiliates furnished in writing to the Fund by such Holder expressly for use therein, or to the extent that such information relates to such Holder or its Affiliates, or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or any amendment or supplement thereto or (ii) in the case of an occurrence of an event of the type specified in clause (iv) of Section 6(e), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Fund has notified such Holder in writing that the Prospectus is unavailable for use by such Holder and prior to the receipt by such Holder of the notice contemplated by the last sentence of Section 6 above.

**7.2. Holders' Indemnification of Fund.** Each Holder, severally and not jointly, agrees to indemnify and hold harmless the Fund and each other Fund Indemnified Person from and against any losses, claims, damages, liabilities or expenses incurred by them (including reasonable fees and disbursements of outside counsel) which are related to or arise out of any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any amendment or supplement thereto, or arise out of or relate to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that (A) such untrue statements or omissions are based solely upon information regarding such Holder or its Affiliates furnished in writing to the Fund by such Holder expressly for use therein, or to the extent that such information relates to such Holder or its Affiliates or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or any amendment or supplement thereto or (B) in the case of an occurrence of an event of the type specified in clause (iv) of Section 6(e), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Fund has notified such Holder in writing that the Prospectus is unavailable for use by such Holder and prior to the receipt by such Holder of the notice contemplated by the last sentence of Section 6 above. In no event shall the liability of any selling Holder under this Section 7.2 be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation, except in the case of fraud or willful misconduct.

**7.3. Indemnification Procedure.** If any action, suit, proceeding or investigation shall be brought or asserted against any Person entitled to indemnity hereunder (the "**Indemnified Party**"), such Indemnified Party shall notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing with reasonable promptness; *provided, however*, that any failure by an Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligations hereunder (except to the extent that the Indemnifying Party is materially prejudiced by such failure to promptly notify). The Indemnifying Party shall be entitled to assume the defense of any such action, suit, proceeding or investigation, including the employment of counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall have the right to separate counsel of its own choice to represent it, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party has failed promptly to assume the defense and employ counsel reasonably satisfactory to the Indemnified Party in accordance with the preceding sentence or (ii) the Indemnified Party shall have been advised by counsel that there exist actual or potential conflicting interests between the Indemnifying Party and such Indemnified Party, including situations in which one

or more legal defenses may be available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party; *provided, however*, that the Indemnifying Party shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations be liable for fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties of the other party; and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the Indemnifying Party and any counsel designated by the Indemnifying Party.

The Indemnifying Party shall not be liable for any settlement of any such action, suit, proceeding or investigation effected without its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. No Indemnifying Party will, without the prior written consent of the Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened action, suit, proceeding or investigation in respect of which indemnification may be sought by the Indemnified Party hereunder (whether or not any Indemnified Party is an actual or potential party to such action, suit, proceeding or investigation) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability and obligations arising therefrom.

**7.4. Contribution.** Each Indemnifying Party also agrees that if any indemnification sought by an Indemnified Party pursuant to this Agreement is unavailable or insufficient, for any reason, to hold harmless the Indemnified Party in respect of any losses, claims, damages or liabilities (or actions in respect thereof), then the Indemnifying Party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, liabilities, damages and expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Fund on the one hand and the Holders on the other, in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages, liabilities or expenses (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the actions taken or omitted to be taken in connection with the proposed transactions contemplated by this Agreement (including any misstatement of a material fact or the omission to state a material fact) relates to information supplied by the Fund on the one hand, or the Holders on the other, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, misstatement or alleged omission, and any other equitable considerations appropriate in the circumstances. No Person found liable for a fraudulent misrepresentation shall be entitled to contribution from any Person who is not also found liable for such fraudulent misrepresentation. In no event shall the liability of any selling Holder under this **Section 7.4** be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such contribution obligation, except in the case of fraud or willful misconduct. The indemnity, reimbursement and contribution obligations under this Agreement shall be in addition to any rights that any Indemnified Party may have at common law or otherwise.

**7.5. No Limitations.** Nothing in this **Section 7** is intended to limit any Party's obligations contained in other parts of this Agreement or any other agreements or instruments with respect to the VMTP Shares, provided that no amount shall be reimbursed twice in any event.

**7.6. Conflicts.** Notwithstanding the foregoing, to the extent that provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

## **8. Miscellaneous.**

**8.1. Governing Law.** This Agreement shall be construed in accordance with and governed by the domestic law of the State of New York, except that **Section 8.13** hereof shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, in each case without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

THE PARTIES HERETO HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND NEW YORK STATE COURTS LOCATED IN THE CITY OF NEW YORK IN CONNECTION WITH ANY DISPUTE RELATED TO THIS AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY.

### **8.2. No Waivers.**

- (a) The obligations of the Fund and the Shareholder and its Permitted Transferees hereunder shall not in any way be modified or limited by reference to any other document, instrument or agreement (including the VMTP Shares). The rights of the Shareholder hereunder are separate from and in addition to any rights that any holder of any VMTP Share may have under the terms of such VMTP Share or otherwise.
- (b) No failure or delay by the Fund or the Shareholder in exercising any right, power or privilege hereunder or under the VMTP Shares shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No failure or delay by the Fund or the Shareholder in exercising any right, power or privilege under or in respect of the VMTP Shares shall affect the rights, powers or privileges of the Fund or the Shareholder hereunder or shall operate as a limitation or waiver thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**8.3. Specific Performance.** Each Party hereby acknowledges that the remedies at law of the other Parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any Party, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to seek equitable relief in the form of specific performance, injunctions or any other equitable remedy.

**8.4. Waiver of Jury Trial.** The Fund and the Shareholder hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

**8.5. Counterparts and Facsimile Execution.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any counterpart or other signature delivered by facsimile or electronic mail shall be deemed for all purposes as being a good and valid execution and delivery of this Agreement by that Party.

**8.6. Interpretation.** The headings preceding the text of Sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Reference to any law means such law as amended, modified, codified, replaced or re-enacted, in whole or in part, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder. Underscored references to Sections shall refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or clause of this Agreement.

**8.7. Notices.** All notices, requests and other communications to any party hereunder shall be in writing (including telecopy, electronic mail or similar writing), and shall be given to such party at its address or telecopy number or email address set forth below or such other address or telecopy number or email address as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section. The notice address for each party is specified below:

If to the Fund, to:

Nuveen New York Dividend Advantage Municipal Fund

333 W. Wacker Drive, Suite 3300



Chicago, IL 60606

Attention: Gifford R. Zimmerman, Chief Administrative Officer

Telephone: (312) 917-7945

Facsimile: (312) 917- 7952

Email: giff.zimmerman@nuveen.com

If to the Shareholder, to:

Banc of America Preferred Funding Corporation

One Bryant Park

1111 Avenue of the Americas, 9<sup>th</sup> Floor

New York, New York 10036

Attention: James E. Nacos

Thomas J. Visone

Jason Strand

Telephone: (212) 449-7358 (Nacos & Visone) / (980) 386-4161 (Strand)

Email: james.nacos@baml.com

thomas.visone@baml.com

jason.strand@bankofamerica.com

8.8. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Fund and the Holders of not less than a majority of the Registrable Securities (calculated on an as-converted basis).

8.9. *Severability.* In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby so long as the intent of the Parties to this Agreement is preserved.

8.10. *Entire Agreement.* This Agreement and the Purchase Agreement shall constitute the entire agreement and understanding between the parties hereto with respect to the matters set forth herein and shall supersede any and all prior agreements and understandings relating to the subject matter hereof.

8.11. *Successors and Assigns; Assignment.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns by merger or the operation of law. Neither the Fund nor the Shareholder may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party (other than by merger or operation of law), except that prior to the VMTP Shares being registered under the Securities Act, any transferee of VMTP Shares satisfying the requirements set forth in Section 2.1(b) of the Purchase Agreement shall have the rights of a Holder hereunder so long as it has executed a Transferee Letter in the form contemplated by the Purchase Agreement and otherwise agrees to be bound by the provisions of this Agreement. Any assignment without such prior written consent shall be void.

8.12. *Effectiveness of this Agreement.* This Agreement shall be effective as of the Effective Date and the rights and obligations of the Parties contained herein in each case shall be binding as of the Effective Date.

8.13. *Liability of Officers, Trustees and Shareholders.* A copy of the Declaration of Trust is on file with the Secretary of the Commonwealth of Massachusetts. This Agreement has been executed on behalf of the Fund by an officer of the Fund in such capacity and not individually, and the obligations of the Fund under this Agreement are not binding upon such officer, any of the trustees or the shareholders individually but are binding only upon the assets and property of the Fund.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date first written above  
**THE FUND:**

Nuveen New York Dividend Advantage Municipal Fund

By:   / s / Kevin J. McCarthy  
Name: Kevin J. McCarthy  
Title: Vice President & Secretary

---

**THE SHAREHOLDER:**

Banc of America Preferred Funding Corporation

By:   / s / Edward Curland  
Name: Edward Curland  
Title: Authorized Signatory

---

