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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 7)

NEUBERGER BERMAN MUNICIPAL FUND INC.

(Name of Issuer)

VARIABLE RATE MUNICIPAL TERM PREFERRED SHARES
(Title of Class of Securities)

64124P408
(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)

October 23, 2023

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

*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 in 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).

SCHEDULE 13D

CUSIP No. 64124P408

1	NAMES OF REPORTING PERSONS Bank of America Corporation 56-0906609	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input checked="" type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,279
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,279
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,279	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 100%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC	

SCHEDULE 13D

CUSIP No. 64124P408

1	NAMES OF REPORTING PERSONS Banc of America Preferred Funding Corporation 75-2939570	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7 SOLE VOTING POWER 0
		8 SHARED VOTING POWER 2,279
		9 SOLE DISPOSITIVE POWER 0
		10 SHARED DISPOSITIVE POWER 2,279
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,279	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 100%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

This Amendment No. 7 (this "**Amendment**") amends, as set forth below, the statement on Schedule 13D, dated July 1, 2014 and filed with the SEC on July 9, 2014 (the "**Original Schedule 13D**") as amended by Amendment No. 1 dated November 29, 2018 and filed with the SEC on December 3, 2018 ("**Amendment No. 1**"), as further amended by Amendment No. 2 dated April 1, 2019 and filed with the SEC on April 3, 2019 ("**Amendment No. 2**"), as further amended by Amendment No. 3 dated April 17, 2020 and filed with the SEC on April 21, 2020 ("**Amendment No. 3**"), as further amended by Amendment No. 4 dated December 16, 2021 and filed with the SEC on December 20, 2021 ("**Amendment No. 4**"), as further amended by Amendment No. 5 dated August 15, 2022 and filed with the SEC on August 17, 2022 ("**Amendment No. 5**"), as further amended by Amendment No. 6 dated November 14, 2022 and filed with the SEC on November 15, 2022 ("**Amendment No. 6**"), for Bank of America Corporation ("**BAC**") and Banc of America Preferred Funding Corporation ("**BAPFC**") (collectively, the "**Reporting Persons**") with respect to the variable rate municipal term preferred shares ("**VMTP Shares**") of Neuberger Berman Municipal Fund Inc. (the "**Issuer**"),

This Amendment is being filed (i) as a result of the reorganization of Neuberger Berman California Municipal Fund Inc. ("**NBW**") and Neuberger Berman New York Municipal Fund Inc. ("**NBO**") into the Issuer on October 23, 2023 (the "**Reorganization**") pursuant to which BAPFC exchanged its 457 VMTP Shares of NBW (CUSIP No. 64123C408) and 365 VMTP Shares of NBO (CUSIP No. 64124K409) for an equal number of VMTP Shares of the Issuer (CUIP No. 64124P408) and (ii) in relation to the Amendment to Purchase Agreement, dated as of October 23, 2023, entered into between the Issuer and BAPFC and the Amendment to Registration Rights Agreement, dated as of October 23, 2023, entered into between the Issuer and BAPFC, in connection with the Reorganization.

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.

Item 4. Purpose of the Transaction

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

"In connection with the Reorganization of NBW and NBO into the Issuer, BAPFC exchanged its 457 VMTP Shares of NBW (CUSIP No. 64123C408) and 365 VMTP Shares of NBO (CUSIP No. 64124K409) for an equal number of VMTP Shares of the Issuer (CUSIP No. 64124P408) pursuant to the terms of the Reorganization transaction documents, with effect October 23, 2023."

Item 5. Interest in Securities of the Issuer

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

"(a) – (b) The responses of the Reporting Persons to Rows (7) through (11) of the cover pages of this Statement are incorporated herein by reference.

(c) The responses of the Reporting Persons in Item 3 and Item 4 are incorporated herein by reference.

(d) No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, VMTP Shares that may be deemed to be beneficially owned by the Reporting Persons."

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

Item 6 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

"The voting and consent rights on the 822 VMTP Shares acquired in connection with in the Reorganization will be subject to the Voting Trust and 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 99.1 and Exhibit 99.2 thereto and the insertion of the following exhibits:

"Exhibit	Description of Exhibit
99.1	Joint Filing Agreement
99.2	Power of Attorney
99.10	Amendment to Purchase Agreement dated October 23, 2023 between the Issuer and BAPFC
99.11	Amendment to Registration Rights Agreement dated October 23, 2023 between the Issuer and BAPFC"

SIGNATURES

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.

Date: October 30, 2023

BANK OF AMERICA CORPORATION

By: /s/ Michael Jentis
Name: Michael Jentis
Title: Attorney-in-fact

BANC OF AMERICA PREFERRED FUNDING CORPORATION

By: /s/ Michael Jentis
Name: Michael Jentis
Title: Authorized Signatory

LIST OF EXHIBITS

"Exhibit	Description of Exhibit
99.1	Joint Filing Agreement
99.2	Power of Attorney
99.10	Amendment to Purchase Agreement dated October 23, 2023 between the Issuer and BAPFC
99.11	Amendment to Registration Rights Agreement dated October 23, 2023 between the Issuer and BAPFC"

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 and Director	Chairman of the Board and Chief Executive Officer of Bank of America Corporation
Paul M. Donofrio	Vice Chair	Vice Chair of Bank of America Corporation
Thong M. Nguyen	Vice Chair, Head of Global Strategy & Enterprise Platforms	Vice Chair, Head of Global Strategy & Enterprise Platforms of Bank of America Corporation
Catherine P. Bessant	Vice Chair, Global Strategy	Vice Chair, Global Strategy of Bank of America Corporation
Bruce R. Thompson	Vice Chair, Head of Enterprise Credit	Vice Chair, Head of Enterprise Credit of Bank of America Corporation
Dean C. Athanasia	President, Regional Banking	President, Regional Banking of Bank of America Corporation
James P. DeMare	President, Global Markets	President, Global Markets of Bank of America Corporation
Kathleen A. Knox	President, The Private Bank	President, The Private Bank of Bank of America Corporation
Matthew M. Koder	President, Global Corporate and Investment Banking	President, Global Corporate and Investment Banking of Bank of America Corporation
Bernard A. Mensah	President, International; CEO, Merrill Lynch International	President, International of Bank of America Corporation and CEO, Merrill Lynch International
Lindsay DeNardo Hans	President, Co-Head Merrill Wealth Management	President, Co-Head Merrill Wealth Management of Bank of America Corporation
Eric Schimpf	President, Co-Head Merrill Wealth Management	President, Co-Head Merrill Wealth Management of Bank of America Corporation
Aditya Bhasin	Chief Technology and Information Officer	Chief Technology and Information Officer of Bank of America Corporation
D. Steve Boland	Chief Administrative Officer	Chief Administrative Officer of Bank of America Corporation
Alastair Borthwick	Chief Financial Officer	Chief Financial Officer of Bank of America Corporation

Sheri Bronstein	Chief Human Resources Officer	Chief Human Resources Officer of Bank of America Corporation
Geoffrey Greener	Chief Risk Officer	Chief Risk Officer of Bank of America Corporation
Thomas M. Scrivener	Chief Operations Executive	Chief Operations Executive of Bank of America Corporation
Lauren A. Mogensen	Global General Counsel	Global General Counsel of Bank of America Corporation
Lionel L. Nowell, III	Lead Independent Director	Lead Independent Director, Bank of America Corporation; Former Senior Vice President and Treasurer, PepsiCo, Inc.
Sharon L. Allen	Director	Former Chairman of Deloitte LLP
Jose E. Almeida	Director	Chairman, President and Chief Executive Officer of Baxter International Inc.
Pierre J.P. de Weck ¹	Director	Former Chairman and Global Head of Private Wealth Management, Deutsche Bank AG
Arnold W. Donald	Director	Former President and Chief Executive Officer, Carnival Corporation & Carnival plc
Linda P. Hudson	Director	Former Executive Officer, The Cardea Group, LLC and Former President and Chief Executive Officer of BAE Systems, Inc.
Monica C. Lozano	Director	Chief Executive Officer, College Futures Foundation and Former Chairman, US Hispanic Media Inc.; Lead Independent Director, Target Corporation
Denise L. Ramos	Director	Former Chief Executive Officer and President of ITT Inc.
Clayton S. Rose	Director	President of Bowdoin College
Michael D. White	Director	Lead Director of Kimberly-Clark Corporation; Former Chairman, President, and Chief Executive Officer of DIRECTV
Thomas D. Woods ²	Director	Former Vice Chairman and Senior Executive Vice President of Canadian Imperial Bank of Commerce; Former Chairman, Hydro One Limited
Maria T. Zuber	Director	Vice President for Research and E.A., Griswold Professor of Geophysics, MIT

¹ Mr. de Weck is a citizen of Switzerland.

² 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 BofA Securities, Inc. and Bank of America, National Association
Edward H. Curland	Director and Managing Director	Managing Director, Municipal Markets Executive for Trading of BofA Securities, Inc. and Bank of America, National Association
James Duffy	Managing Director	Director; MBAM BFO, The CFO Group of Bank of America, National Association
Michael I. Jentis	Managing Director	Managing Director, Head of Sales – Public Finance of BofA Securities, Inc. and Bank of America, National Association
Mona Payton	Managing Director	Managing Director, Municipal Markets Executive for Short-Term Trading of BofA Securities, Inc. and Bank of America, National Association
Edward J. Sisk	Director and Managing Director	Managing Director, Public Finance Executive of BofA Securities, Inc. and Bank of America, National Association
John B. Sprung	Director	Corporate Director
David A. Stephens	Director and Managing Director	Managing Director, Executive for Public Finance and Public Sector Credit Products of BofA Securities, Inc. and Bank of America, National Association

SCHEDULE II

LITIGATION SCHEDULE

Bank of America Corporation and certain of its affiliates, including BofA Securities, Inc. ("BofA Securities," successor in interest to Merrill Lynch, Pierce, Fenner & Smith Incorporated) and Bank of America, N.A., 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 BofA Securities Form BD as filed with the SEC, 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: October 30, 2023

BANK OF AMERICA CORPORATION

By: /s/ Michael Jentis
Name: Michael Jentis
Title: Attorney-in-fact

BANC OF AMERICA PREFERRED FUNDING CORPORATION

By: /s/ Michael Jentis
Name: Michael Jentis
Title: Authorized Signatory

BANK OF AMERICA CORPORATION

LIMITED POWER OF ATTORNEY

BANK OF AMERICA CORPORATION, a Delaware corporation (the "Corporation"), does hereby make, constitute, and appoint Michael Jentis 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 his execution of those agreements, forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934.

Any documents executed by the 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 Michael Jentis upon the earlier of the attorney-in-fact's resignation or termination from or transfer out of Global Banking and Markets – Municipal Banking and Markets; however, any such resignation, termination or transfer shall have no impact on any documents or instruments executed by the attorney-in-fact named above for the Corporation prior to such resignation, termination or transfer.

IN WITNESS WHEREOF, this Power of Attorney has been executed and delivered by the Corporation to the Attorney-in-Fact on this 27th day of May, 2020.

BANK OF AMERICA CORPORATION

By: /s/ Ellen A. Perrin
Name: Ellen A. Perrin
Title: Associate General Counsel and Senior Vice President

AMENDMENT TO PURCHASE AGREEMENT

This amendment (the "**Amendment**"), dated as of October 23, 2023, to the Second Amended and Restated VMTP Purchase Agreement, dated as of December 16, 2021, by and between Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors and assigns by operation of law ("**BAPFC**," or the "**Purchaser**") and Neuberger Berman Municipal Fund Inc. (the "**Fund**") (the "**Purchase Agreement**"), is entered into between BAPFC and the Fund. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement or in the Articles Supplementary to the Fund (including by incorporation by reference).

WHEREAS, prior to October 20, 2023, BAPFC owned 457 Series A Variable Rate Municipal Term Preferred Shares ("**VMTP Shares**") (CUSIP: 64123C408) of Neuberger Berman California Municipal Fund Inc. ("**NBW**") and 365 VMTP Shares (CUSIP: 64124K409) of Neuberger Berman New York Municipal Fund Inc. ("**NBO**").

WHEREAS, on October 20, 2023, in connection with and pursuant to Agreements and Plans of Reorganization by which NBO and NBW reorganized with and into the Fund (the "**Reorganizations**"), the Fund issued 822 VMTP Shares (CUSIP: 64124P408), which NBO and NBW distributed to BAPFC on or before October 23, 2023.

WHEREAS, in connection with the Reorganizations, the parties hereto desire to amend the terms of the Purchase Agreement as provided for herein.

ACCORDINGLY, the Purchase Agreement is hereby amended as follows:

1. Amendment to the Purchase Agreement

(a) The parties hereto agree that as of the date hereof, Section 2.1(a) of the Purchase Agreement is hereby amended by adding new subsections (iv) and (v) to the end thereof to read as follows:

"(iv) (A) On August 15, 2022, the Issuer redeemed 47 VMTP Shares and (B) on November 14, 2022, Issuer redeemed 200 VMTP Shares.

(v) On or before October 23, 2023, in connection with the Reorganizations, the Issuer issued 822 VMTP Shares to BAPFC."

(b) The parties hereto further agree that as of the date hereof, Section 7.15(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"The Issuer issuing or suffering to exist any "senior security" (as defined in the 1940 Act as of the date hereof, but not including a Derivative Contract, 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 the VMTP Shares issued on the Effective Date (including, for the avoidance of doubt, VMTP Shares issued on or before October 23, 2023 in connection with Agreements and Plans of Reorganization entered into by the Fund) or indebtedness for borrowed money of the Issuer, except (i) borrowings for temporary purposes in an amount not to exceed 5% of the assets of the Issuer, which borrowings are repaid within sixty (60) days, (ii) the issuance of senior securities or the incurrence of indebtedness for borrowed money, the proceeds of which will be used for the redemption or repurchase of the VMTP Shares and costs incurred in connection therewith, (iii) the Issuer's issuance of tender option bonds or creation or a tender option bond trust, if any, 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 Issuer it shall not require the approval of the Majority Participants if the Issuer redeems, retires or terminates such "senior security" or otherwise cures such non-compliance within five (5) Business Days of receiving notice of the existence thereof."

(c) The parties hereto further agree that as of the date hereof, Schedule I of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Description of VMTP Shares: 2,279 Neuberger Berman Municipal Fund Inc. VMTP Shares (CUSIP: 64124P408) with a Liquidation Preference of \$100,000 per share."

2. Modification

The parties hereto hereby agree that, except as specifically amended herein, the Purchase Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. All references in the Purchase Agreement and other documents related thereto shall be references to the Purchase 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 the Purchase Agreement, or constitute a waiver of any provision of any other agreement.

3. Representation and Warranties.

All representations and warranties of the Fund in the Purchase Agreement with respect to the VMTP Shares are deemed repeated as of October 23, 2023 and such representations and warranties include the VMTP Shares issued in connection with the Reorganizations.

4. 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.

5. 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.

6. 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.

7. 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.

8. Waiver

THE FUND AND THE PURCHASER 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 AMENDMENT.

9. Counterparts

This Amendment 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 Amendment by that party. The parties hereto further acknowledge and agree that this Amendment may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign, Adobesign, or other electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

10. Expense Reimbursement

The Fund shall promptly pay the reasonable fees and expenses of the Purchaser's outside counsel in connection with this Amendment and the costs of the preparation and filing of any relevant EDGAR filings.

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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/ Thomas Visone

Name: Thomas Visone

Title: Authorized Signatory

Neuberger Berman Municipal Fund Inc. [Fund Symbol: NBH]

By: /s/ Brian Kerrane
Name: Brian Kerrane
Title: COO & Vice President – Funds

AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

This amendment (the "**Amendment**"), dated as of October 23, 2023, to the Registration Rights Agreement, dated as of April 1, 2019, by and between Banc of America Preferred Funding Corporation, a Delaware corporation, including its successors and assigns by operation of law ("**BAPFC**," or the "**Purchaser**") and Neuberger Berman Municipal Fund Inc. (the "**Fund**") (the "**Registration Rights Agreement**"), is entered into between BAPFC and the Fund. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Registration Rights Agreement or in the Articles Supplementary to the Fund (including by incorporation by reference).

WHEREAS, prior to October 20, 2023, BAPFC owned 457 Series A Variable Rate Municipal Term Preferred Shares ("**VMTP Shares**") (CUSIP: 64123C408) of Neuberger Berman California Municipal Fund Inc. ("**NBW**") and 365 VMTP Shares (CUSIP: 64124K409) of Neuberger Berman New York Municipal Fund Inc. ("**NBO**").

WHEREAS, on October 20, 2023, in connection with and pursuant to Agreements and Plans of Reorganization by which NBO and NBW reorganized with and into the Fund (the "**Reorganizations**"), the Fund issued 822 VMTP Shares (CUSIP: 64124P408), which NBO and NBW distributed to BAPFC on or before October 23, 2023.

WHEREAS, in connection with the Reorganizations, the parties hereto desire to amend the terms of the Registration Rights Agreement as provided for herein.

ACCORDINGLY, the Registration Rights Agreement is hereby amended as follows:

1. Amendment to the Registration Rights Agreement

(a) The parties hereto agree that as of the date hereof, clause A. and B. of the Recitals are hereby amended and restated in their entirety to read as follows:

"A. As of October 23, 2023, the Shareholder holds 2,279 VMTP Shares (as defined below) issued by the Fund; and

B. The Fund and the Shareholder have entered into that certain Second Amended and Restated VMTP Purchase Agreement dated as of December 16, 2021, as amended from time to time including the amendment dated October 23, 2023 (the "**Purchase Agreement**"), regarding the purchase of VMTP Shares of the Fund and certain other rights and obligations of the parties thereto as set forth therein."

(b) The parties hereto further agree that as of the date hereof, the definition of "VMTP Shares" is hereby amended and restated in its entirety to read as follows:

"**VMTP Shares**" means the variable rate municipal term preferred shares, Series A, of the Fund, with a par value of U.S.\$0.0001 per share and a liquidation preference of U.S.\$100,000 per share, including, for the avoidance of doubt, the VMTP Shares issued on or before October 23, 2023 in connection with any Agreement and Plan of Reorganization entered into by the Fund on or about such date."

2. Modification

The parties hereto hereby agree that, except as specifically amended herein, the Registration Rights Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. All references in the Registration Rights Agreement and other documents related thereto shall be references to the Registration Rights 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 the Registration Rights Agreement, or constitute a waiver of any provision of any other agreement.

3. Representation and Warranties.

All representations and warranties of the Fund in the Registration Rights Agreement with respect to the VMTP Shares are deemed repeated as of October 23, 2023 and such representations and warranties include the VMTP Shares issued in connection with the Reorganizations.

4. 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.

5. 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.

6. 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.

7. 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.

8. Waiver

THE FUND AND THE PURCHASER 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 AMENDMENT.

9. Counterparts

This Amendment 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 Amendment by that party. The parties hereto further acknowledge and agree that this Amendment may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign, Adobesign, or other electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

10. Expense Reimbursement

The Fund shall promptly pay the reasonable documented fees and expenses of the Purchaser's outside counsel in connection with this Amendment and the costs of the preparation and filing of any relevant EDGAR filings.

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

Neuberger Berman Municipal Fund Inc. [Fund Symbol: NBH]

By: /s/ Brian Kerrane
Name: Brian Kerrane
Title: COO & Vice President – Funds
