

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

POST-EFFECTIVE AMENDMENT NO. 1 TO

**Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Bank of America Corporation
*(Exact Name of Registrant as
Specified in its Charter)*

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

56-0906609
*(I.R.S. Employer
Identification Number)*

(See Table of Additional Registrants)

**Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**GARY G. LYNCH
Global General Counsel
Bank of America Corporation
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

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RICHARD W. VIOLA
McGuireWoods LLP
201 North Tryon Street
Charlotte, North Carolina 28202

Copies to:

JAMES R. TANENBAUM
ANNA T. PINEDO
Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104

Approximate date of commencement of the proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered/ Proposed maximum offering price per unit/ Proposed maximum aggregate offering price/ Amount of registration fee
Debt Securities	(1)(2)(7)
Warrants	
Purchase Contracts	
Units(3)	
Preferred Stock	
Depository Shares(4)	
Common Stock, par value \$0.01 per share	
Junior Subordinated Notes	
Trust Securities of BAC Capital Trusts VI, VII, VIII, XI, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX; NB Capital Trust III; Merrill Lynch Capital Trusts I, II and III; and Merrill Lynch Preferred Capital Trusts III, IV and V (collectively, the "Capital Trusts")(5)	
Partnership Preferred Securities of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V, L.P. (collectively, the "Partnerships")	
Bank of America Corporation Guarantees with respect to Trust Securities and Partnership Preferred Securities(6)	

- (1) An unspecified aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be offered at unspecified prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion, or exchange of other securities or that are issued in units or represented by depository shares. In accordance with Rules 456(b) and 457(r), Bank of America Corporation is deferring payment of the entire registration fee.
- (2) This Registration Statement also covers an indeterminate amount of the registered securities that may be reoffered and resold on an ongoing basis after their initial sale in market-making transactions by affiliates of the Registrants. These securities consist of an indeterminate amount of such securities that are initially being registered, and will initially be offered and sold, under this Registration Statement and an indeterminate amount of such securities that were initially registered, and were initially offered and sold under, registration statements previously filed by the Registrants. All such market-making transactions with respect to these securities that are made pursuant to a registration statement after the effectiveness of this Registration Statement are being made solely pursuant to this Registration Statement.
- (3) Each unit will be issued under a unit agreement, indenture, or other agreement and will represent an interest in one or more debt securities, warrants, purchase contracts, shares of preferred stock, depository shares, common stock, and trust securities, as well as debt or equity securities of third parties, in any combination, which may or may not be separable from one another.
- (4) Each depository share will be issued under a deposit agreement, will represent a fractional interest in a share or multiple shares of preferred stock and will be evidenced by a depository receipt.
- (5) This Registration Statement covers the securities that were previously or may be issued by any of the Capital Trusts from time to time, including but not limited to capital securities, preferred income trust securities, treasury income trust securities, and corporate income trust securities.
- (6) Bank of America Corporation also is registering the guarantees and other obligations that it may have with respect to trust securities or partnership preferred securities previously issued or to be issued by any of the Capital Trusts or the Partnerships, or with respect to similar securities that may be issued by similar entities formed in the future. No separate consideration will be received for any of the guarantees or other obligations. Pursuant to Rule 457(n) under the Securities Act, no separate registration fee will be paid in respect of any such guarantees or any other obligations.
- (7) Pursuant to Rule 457(q) under the Securities Act of 1933, no filing fee is required for the registration of an indeterminate amount of securities to be offered in market-making transactions by affiliates of the Registrants as described in Note (2) above.

Table of Additional Registrants

BAC Capital Trust VI	Delaware	03-6104157	Bank of America
BAC Capital Trust VII	Delaware	73-6345874	Corporate Center
BAC Capital Trust VIII	Delaware	20-6633721	100 North Tryon Street
BAC Capital Trust XI	Delaware	20-7336759	Charlotte,
BAC Capital Trust XIII	Delaware	20-7020707	North Carolina 28255
BAC Capital Trust XIV	Delaware	20-7020714	(704) 386-5681
BAC Capital Trust XV	Delaware	26-6201018	
BAC Capital Trust XVI	Delaware	26-6844426	
BAC Capital Trust XVII	Delaware	26-6844429	
BAC Capital Trust XVIII	Delaware	26-6844432	
BAC Capital Trust XIX	Delaware	26-6844434	
BAC Capital Trust XX	Delaware	26-6844436	
NB Capital Trust III	Delaware	56-6490302	
Merrill Lynch Capital Trust I	Delaware	20-5981594	4 World Financial
Merrill Lynch Capital Trust II	Delaware	20-8880175	Center
Merrill Lynch Capital Trust III	Delaware	26-0688620	New York,
Merrill Lynch Preferred Funding III, L.P.	Delaware	13-3982448	New York 10080
Merrill Lynch Preferred Capital Trust III	Delaware	13-7139561	(212) 449-1000
Merrill Lynch Preferred Funding IV, L.P.	Delaware	13-3982446	
Merrill Lynch Preferred Capital Trust IV	Delaware	13-7139562	
Merrill Lynch Preferred Funding V, L.P.	Delaware	13-3983474	
Merrill Lynch Preferred Capital Trust V	Delaware	13-7140866	
<i>(Exact Name of Registrant as Specified in its Charter)</i>	<i>(State or Other Jurisdiction of Incorporation or Organization)</i>	<i>(I.R.S. Employer Identification Number)</i>	<i>(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)</i>

EXPLANATORY NOTE

On October 1, 2013, Merrill Lynch & Co., Inc. (“Merrill Lynch”), a wholly-owned subsidiary of Bank of America Corporation (“Bank of America”), merged with and into Bank of America, with Bank of America continuing as the surviving corporation. This Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (File No. 333-180488) is being filed by Bank of America and the other registrants to register under the Securities Act of 1933 outstanding debt securities and guarantees of Merrill Lynch (now obligations of Bank of America) and outstanding trust preferred securities and partnership preferred securities of Merrill Lynch Capital Trust I, Merrill Lynch Capital Trust II, Merrill Lynch Capital Trust III, Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV, Merrill Lynch Preferred Capital Trust V, Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V, L.P., in each case in connection with offers and sales related to secondary market transactions in such securities.

The Registration Statement, originally filed on March 30, 2012, contained three prospectuses: two base prospectuses to be used in connection with initial offerings of securities as well as subsequent market-making transactions in such securities by affiliates of Bank of America (including Merrill Lynch, Pierce, Fenner & Smith Incorporated), and a market-maker prospectus intended for use by affiliates of Bank of America (including Merrill Lynch, Pierce, Fenner & Smith Incorporated) in connection with offers and sales related to secondary market transactions in securities previously registered under the Securities Act of 1933, as amended. No changes or additions are being made hereby to the first two prospectuses that form a part of the Registration Statement, and therefore they are omitted. The prospectus included in this Post-Effective Amendment No. 1 replaces the market-maker prospectus in the original Registration Statement in its entirety. This market-maker prospectus does not substitute or replace the original prospectuses relating to securities offered hereby, which are on file with the Securities and Exchange Commission.

PROSPECTUS



Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681

**Debt Securities, Preferred Stock, Depositary Shares
and Junior Subordinated Notes**

BAC Capital Trust VI
BAC Capital Trust VII
BAC Capital Trust VIII
BAC Capital Trust XI
BAC Capital Trust XIII
BAC Capital Trust XIV
BAC Capital Trust XV
NB Capital Trust III
Merrill Lynch Capital Trust I
Merrill Lynch Capital Trust II
Merrill Lynch Capital Trust III
Merrill Lynch Preferred Capital Trust III
Merrill Lynch Preferred Capital Trust IV
Merrill Lynch Preferred Capital Trust V
Merrill Lynch Preferred Funding III, L.P.
Merrill Lynch Preferred Funding IV, L.P.
Merrill Lynch Preferred Funding V, L.P.

**Trust Preferred Securities and Partnership
Preferred Securities guaranteed as set forth
herein by**

Bank of America Corporation

Affiliates of Bank of America Corporation, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may use this prospectus in connection with offers and sales in the secondary market of outstanding debt securities, preferred stock, depositary shares, junior subordinated notes, trust preferred securities, partnership preferred securities or guarantees referenced herein. These affiliates may act as principal or agent in those transactions. Secondary market sales made by them will be made at prices related to market prices at the time of sale.

Our securities are unsecured. Our securities are not savings accounts, deposits, or other obligations of a bank, are not guaranteed by Bank of America, N.A. or any other bank, are not insured by the Federal Deposit Insurance Corporation or any other governmental agency, and may involve investment risks.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated October 1, 2013

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement filed with the Securities and Exchange Commission, or the SEC, and is intended to describe certain outstanding securities previously issued by us and our predecessor companies and affiliated trusts and partnerships.

This prospectus may be used by our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, in connection with offers and sales in the secondary market of the securities referenced in this prospectus. Any of our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may act as a principal or agent in these transactions. Any affiliate that is a member of the Financial Industry Regulatory Authority, Inc., will conduct these offers and sales in compliance with the requirements of FINRA Rule 5121 regarding the offer and sale of securities of an affiliate. The transactions in the secondary market by our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may occur in the open market or may be privately negotiated at prevailing market prices at the time of sale. Our affiliates do not have any obligation to make a market in the securities and may discontinue their market-making activities at any time without notice, in their sole discretion.

We will not receive any proceeds from the sale of securities offered by this prospectus.

In considering an investment in the securities offered by this prospectus, you should rely only on the information included or incorporated by reference in this prospectus or any supplement to this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The delivery of this prospectus, at any time, does not create any implication that there has been no change in our affairs since the date of this prospectus or that the information in this prospectus is correct as of any time subsequent to the date of this prospectus.

We are offering to sell these securities only in places where sales are permitted. This prospectus does not constitute an offer to sell or the solicitation of an offer to buy these securities in any jurisdiction in which such offer or solicitation is unlawful.

Unless otherwise indicated or unless the context requires otherwise, all references in this prospectus to “we,” “us,” “our,” or similar references are to Bank of America Corporation.

BANK OF AMERICA CORPORATION

Bank of America Corporation is a Delaware corporation, a bank holding company, and a financial holding company under the Gramm-Leach-Bliley Act. Our principal executive offices are located in the Bank of America Corporate Center, 100 North Tryon Street, Charlotte,

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North Carolina 28255 and our telephone number is (704) 386-5681. Through our banking and various nonbanking subsidiaries throughout the United States and in international markets, we provide a diversified range of banking and nonbanking financial services and products through five business segments: *Consumer & Business Banking, Consumer Real Estate Services, Global Banking, Global Markets and Global Wealth & Investment Management.*

THE TRUSTS

Each of the trusts listed on the cover page of this prospectus, which we refer to as the Trusts, is a statutory trust organized under Delaware law. Additional information with respect to the Trusts may be found in the prospectuses and supplements thereto with respect to the capital securities issued by the Trusts referred to below and incorporated herein by reference.

THE LIMITED PARTNERSHIPS

Each of the limited partnerships listed on the cover page of this prospectus, which we refer to herein as the "Partnerships," is a limited partnership formed under the Delaware Revised Uniform Limited Partnership Act. Additional information with respect to the Partnerships may be found in the prospectuses and supplements thereto with respect to the partnership preferred securities issued by the Partnerships referred to below and incorporated herein by reference.

DESCRIPTION OF THE SECURITIES

The outstanding securities being offered by use of this prospectus consist of debt securities, preferred stock, depositary shares, junior subordinated notes and debt securities, subordinated debentures, purchase contracts, trust preferred securities, partnership preferred securities and guarantees previously issued and registered under the following registration statements: 333-175599; 333-158663; 333-155381; 333-152418; 333-133852; 333-130821; 333-123714; 333-112708; 333-104151; 333-97197; 333-97157; 333-83503; 333-65750; 333-51367; 333-47222; 333-18273; 333-15375; 333-13811; 333-07229; 33-63097; 33-57533; 33-49881; 33-30717; 333-132911; 333-122639; 333-109802; 333-105098; 333-59997; 333-42859; 333-44173; and 33-27512. The descriptions of the securities being offered hereby are contained in the prospectuses and supplements thereto that are included in the registration statements referred to above pursuant to which such securities initially were offered. The disclosure information in the prospectuses and all supplements thereto constituting part of the registration statements referred to above is incorporated by reference into this prospectus, except that information contained in such prospectuses and supplements thereto that (1) constitutes a description of Bank of America, or (2) incorporates by reference any information contained in our current or periodic reports filed with the SEC, are superseded by the information in this prospectus. In addition, information contained in any of such prospectuses and supplements thereto that refers to Merrill Lynch & Co., Inc. ("Merrill Lynch") as the issuer or guarantor of such securities shall be deemed to refer to Bank of America, as successor by merger to Merrill Lynch.

WHERE YOU CAN FIND MORE INFORMATION

We, the Trusts and the Partnerships have filed a registration statement on Form S-3 with the SEC covering the securities to be offered and sold using this prospectus. You should refer to this registration statement and its exhibits for additional information about us, the Trusts, the Partnerships and the securities being offered.

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We and each of Merrill Lynch Preferred Capital Trust III (“Preferred Trust III”), Merrill Lynch Preferred Capital Trust IV (“Preferred Trust IV”), Merrill Lynch Preferred Capital Trust V (“Preferred Trust V,” and together with Preferred Trust III and Preferred Trust IV, the “ML Preferred Trusts”), and each of the Partnerships also file annual, quarterly, and special reports, proxy statements, and other information with the SEC. You may read and copy any document that we, the ML Preferred Trusts or the Partnerships file with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You also may inspect our filings over the Internet at the SEC’s website, www.sec.gov. The reports and other information we file with the SEC also are available at our website, www.bankofamerica.com.

We have included the SEC’s web address and our web address as inactive textual references only. Except as specifically incorporated by reference into this prospectus, information on those websites is not part of this prospectus.

You also can inspect reports and other information we, the ML Preferred Trusts or the Partnerships file at the offices of The New York Stock Exchange LLC, 20 Broad Street, 17th Floor, New York, New York 10005.

The SEC allows us to incorporate by reference the information that we, the ML Preferred Trusts and the Partnerships file with it. This means:

- incorporated documents are considered part of this prospectus;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC automatically will update and supersede this incorporated information and information in this prospectus.

We incorporate by reference the documents listed below which were filed with the SEC under the Securities Exchange Act of 1934:

- our annual report on Form 10-K for the year ended December 31, 2012;
- our quarterly reports on Form 10-Q for the quarters ended March 31, 2013 and June 30, 2013;
- our current reports on Form 8-K filed on January 7, 2013, January 17, 2013, January 23, 2013, January 31, 2013, March 5, 2013, March 14, 2013, March 15, 2013, April 1, 2013, April 17, 2013, May 6, 2013, May 8, 2013, May 28, 2013, May 29, 2013, July 2, 2013, July 17, 2013, July 24, 2013, August 22, 2013, September 3, 2013 and October 1, 2013 (in each case, other than information that is furnished but deemed not to have been filed);
- each ML Preferred Trust’s annual report on Form 10-K for the year ended December 31, 2012;
- each ML Preferred Trust’s quarterly reports on Form 10-Q for the quarters ended March 31, 2013 and June 30, 2013;
- each Partnership’s annual report on Form 10-K for the year ended December 31, 2012;
- each Partnership’s quarterly reports on Form 10-Q for the quarters ended March 31, 2013 and June 30, 2013; and

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- the descriptions of our series of preferred stock contained in our registration statements filed under Section 12 of the Securities Exchange Act with respect to such series of preferred stock.

We also incorporate by reference reports that we or any of the ML Preferred Trusts or the Partnerships will file under Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, on or after the date of this prospectus, but not any information that we may furnish but that is not deemed to be filed.

You should assume that the information appearing in this prospectus is accurate only as of the date of this prospectus. Our business, financial position, and results of operations may have changed since that date.

You may request a copy of any filings referred to above (excluding exhibits), at no cost, by contacting us at the following address:

Bank of America Corporation
Corporate Treasury Division
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681

There are no separate financial statements of any of the Trusts other than the ML Preferred Trusts (the “Non-Reporting Trusts”) in this prospectus. We and the Non-Reporting Trusts do not believe these financial statements would be material to holders of the trust securities because each Non-Reporting Trust is a special purpose entity that does not have any independent operations other than issuing capital securities and common securities, holding our corresponding junior subordinated notes as trust assets, and other necessary or incidental activities as described in this prospectus or the original prospectuses and prospectus supplements for the offering of such trust securities. Furthermore, taken together, our obligations under each series of corresponding junior subordinated notes, the junior subordinated indenture under which the corresponding junior subordinated notes have been issued, the related declaration of trust, and the related guarantee provide, in the aggregate, a full, irrevocable and unconditional guarantee of payments of distributions and other amounts due on the related capital securities of a Non-Reporting Trust. None of the Non-Reporting Trusts are subject to the reporting requirements of the Securities Exchange Act of 1934.

FORWARD-LOOKING STATEMENTS

We have included or incorporated by reference statements in this prospectus that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. You may find these statements by looking for words such as “plan,” “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “potential,” “possible,” or other similar expressions, or future or conditional verbs such as “will,” “should,” “would,” and “could.”

All forward-looking statements, by their nature, are subject to risks and uncertainties. Our actual results may differ materially from those set forth in our forward-looking statements. As a large, international financial services company, we face risks that are inherent in the businesses and market places in which we operate. Information regarding important factors that could cause our future financial performance to vary from that described in our forward-looking statements is

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contained in our annual report on Form 10-K for the year ended December 31, 2012, which is incorporated by reference in this prospectus, under the captions “Item 1A. Risk Factors,” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as those discussed in our subsequent filings that are incorporated in this prospectus by reference. See “Where You Can Find More Information” above for information about how to obtain a copy of our SEC filings.

You should not place undue reliance on any forward-looking statements, which speak only as of the dates they are made.

All subsequent written and oral forward-looking statements attributable to us or any person on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

LEGAL MATTERS

The legality of Bank of America’s securities being registered will be passed upon for us by McGuireWoods LLP, Charlotte, North Carolina. Certain matters of Delaware law relating to the validity of the trust preferred securities and partnership preferred securities being registered will be passed upon on behalf of the Trusts and the Partnerships by Richards, Layton & Finger, P.A., special Delaware counsel to the Trusts and the Partnerships. McGuireWoods LLP regularly performs legal services for us. Some members of McGuireWoods LLP performing these legal services for us own shares of our common stock.

EXPERTS

The consolidated financial statements and management’s assessment of the effectiveness of internal control over financial reporting (which is included in Management’s Report on Internal Control over Financial Reporting) incorporated in this Prospectus by reference to our Annual Report on Form 10-K for the year ended December 31, 2012 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The financial statements of Merrill Lynch Preferred Capital Trust III and Merrill Lynch Preferred Funding III, L.P. incorporated in this Prospectus by reference to their Annual Report on Form 10-K for the year ended December 31, 2012 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The financial statements of Merrill Lynch Preferred Capital Trust IV and Merrill Lynch Preferred Funding IV, L.P. incorporated in this Prospectus by reference to their Annual Report on Form 10-K for the year ended December 31, 2012 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The financial statements of Merrill Lynch Preferred Capital Trust V and Merrill Lynch Preferred Funding V, L.P. incorporated in this Prospectus by reference to their Annual Report on Form 10-K for the year ended December 31, 2012 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The estimated expenses, other than underwriting or broker-dealer fees, discounts and commissions, in connection with the offering are as follows:

Securities Act Registration Fee	\$	*
Printing and Engraving Expenses		500,000
Legal Fees and Expenses		500,000
Accounting Fees and Expenses		500,000
Trustee Fees		475,000
Rating Agency Fees and Expenses		1,200,000
Listing Fees and Expenses		500,000
Miscellaneous		50,000
	\$	<u>3,725,000</u>

* The registration fee has been deferred in accordance with Rules 456(b) and 457(r) of the Securities Act of 1933, as amended (the "Securities Act").

Item 15. Indemnification of Directors and Officers.

Section 145(a) of the General Corporation Law of the State of Delaware ("Delaware Corporation Law") provides, in general, that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise. Such indemnity may be against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the Delaware Corporation Law provides, in general, that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

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Section 145(g) of the Delaware Corporation Law provides, in general, that a corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any liability asserted against the person in any such capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify the person against such liability under the provisions of Section 145 of the Delaware Corporation Law.

Article VIII of bylaws of Bank of America Corporation ("Bank of America") provides for indemnification to the fullest extent authorized by the Delaware Corporation Law for any person who is or was a director or officer of Bank of America who is or was involved or threatened to be made involved in any proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was serving as a director, officer, manager or employee of Bank of America or is or was serving at the request of Bank of America as a director, officer, manager or employee of any other enterprise. Such indemnification is provided only if the director, officer, manager or employee acted in good faith and in a manner that the director, officer, manager or employee reasonably believed to be in, or not opposed to, the best interests of Bank of America, and with respect to any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

The foregoing is only a general summary of certain aspects of the Delaware Corporation Law and Bank of America's bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Section 145 of the Delaware Corporation Law and Article VIII of the bylaws of Bank of America.

Pursuant to Bank of America's bylaws, Bank of America may maintain a directors' and officers' insurance policy which insures the directors and officers of Bank of America against liability asserted against such persons in such capacity whether or not Bank of America would have the power to indemnify such person against such liability under the Delaware Corporation Law.

The respective amended and restated Declarations of Trust of BAC Capital Trusts VI, VII, VIII, XI, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX and NB Capital Trust III (each a "Trust" and together the "Trusts") provide that to the fullest extent permitted by applicable law, Bank of America shall indemnify each of the regular trustees of the respective Trust, any affiliate of any such regular trustee, any officer, director, shareholder, member, partner, employee, representative or agent of any such regular trustee, or any employee or agent of the Trust or its affiliates (each for purposes of this paragraph a "Company Indemnified Person"), who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Declarations of Trust also provide that, to the fullest extent permitted by applicable law, expenses (including reasonable attorneys' fees and expenses) incurred by a Company Indemnified Person in defending such a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by Bank of America in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by Bank of America as authorized in the

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Declaration of Trust. The Declarations of Trust further provide that the (i) Delaware Trustee (as defined therein), (ii) Property Trustee (as defined therein), (iii) any affiliate of the Delaware Trustee or the Property Trustee, and (iv) any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Delaware Trustee or the Property Trustee (each of the persons referred to in (i) through (iv), for purposes of this paragraph, a “Fiduciary Indemnified Person”) or a Company Indemnified Person (for purposes of this paragraph, together with a “Fiduciary Indemnified Person, an “Indemnified Person”), shall not be liable, responsible or accountable in damages or otherwise to the Trust or any Covered Person (as defined therein) for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by the Declaration of Trust, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person’s gross negligence or willful misconduct with respect to such acts or omissions. The Declarations of Trust further provide that Bank of America shall indemnify and hold harmless each Fiduciary Indemnified Person from and against any and all loss, liability, damage, claim or expense including taxes (other than taxes based on the income of such Fiduciary Indemnified Person) incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the Trust, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties under the applicable Declaration of Trust.

The respective amended and restated trust agreements of Merrill Lynch Capital Trust I, Merrill Lynch Capital Trust II and Merrill Lynch Capital Trust III (collectively, the “ML Capital Trusts”) provide that, to the fullest extent permitted by law, Bank of America shall indemnify each administrative trustee of the applicable trust, any affiliate of any such administrative trustee, any officer, director, shareholder, member, partner, employee, representative or agent of any administrative trustee or any affiliate thereof, or any officer, employee or agent of the trust or its affiliates (each for purposes of this paragraph, a “Company Indemnified Person”), from and against any loss, damage, liability, tax, penalty, expense, judgment, fine and amounts paid in settlement incurred by such Company Indemnified Person in connection with any threatened, pending or completed action, suit, proceeding or claim of any kind or nature (including any civil, criminal, administrative or investigative action, suit, proceeding and claim) relating to or arising from the creation, operation or termination of the trust or any act or omission performed or omitted to be performed by such Company Indemnified Person in connection therewith, including acts and omissions constituting negligence, if he or she acted in a manner he or she believed in good faith to be in or not opposed to the best interests of the trust, except that no Company Indemnified Person shall be entitled to be indemnified in respect of any loss incurred by such person to the extent such loss resulted from the gross negligence or willful misconduct of such person. The trust agreements also provide that expenses (including attorneys’ fees) incurred by a Company Indemnified Person in defending such a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by Bank of America in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by Bank of America as authorized in the trust agreement. The trust agreements also provide that Bank of America or the respective trust may purchase and maintain insurance on behalf of any Company Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Bank of America would have the power to indemnify him against such liability under the trust agreement.

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The respective amended and restated declarations of trust of Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV and Merrill Lynch Preferred Capital Trust V (collectively, the “ML Preferred Trusts”) provide that, to the fullest extent permitted by applicable law, Bank of America shall indemnify and hold harmless each regular trustee of the applicable trust, any affiliate of any regular trustee, any officer, director, shareholder, member, partner, employee, representative or agent of any regular trustee or any officer, director, shareholder, member, partner, employee, representative or agent of the trust or its affiliates (each for purposes of this paragraph a “Company Indemnified Person”), who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the trust) by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The declarations of trust also provide that Bank of America shall indemnify, to the fullest extent permitted by law, any Company Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the trust to procure a judgment in its favor by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys’ fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the trust and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such Company Indemnified Person shall have been adjudged to be liable to the trust unless the applicable court determines that such person is fairly and reasonable entitled to indemnity for such expenses. The declarations of trust further provide that expenses (including attorneys’ fees) incurred by a Company Indemnified Person in defending such a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by Bank of America in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by Bank of America as authorized in the declaration of trust. Under the respective declarations of trust, Bank of America or the trust may purchase and maintain insurance on behalf of any Company Indemnified Person against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such whether or not Bank of America would have the power to indemnify him against such liability under the declaration of trust.

The respective amended and restated limited partnership agreements of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V, L.P. (each a “Partnership”) provide that, to the fullest extent permitted by applicable law, the applicable Partnership shall indemnify and hold harmless each of the general partner, any special representative, any affiliate of the general partner or any special representative, any officer, director, shareholder, member, partner, employee, representative or agent of the general partner or any special representative, or any of their respective affiliates, or any employee or agent of the Partnership or its affiliates (each a “Partnership Indemnified Person”), from and against any loss, damage or claim incurred by such Partnership Indemnified Person by reason of any act or omission performed or omitted by such Partnership Indemnified Person in good faith on behalf of the Partnership and in a manner such Partnership Indemnified Person reasonably believed to be within the scope of authority conferred on such Partnership Indemnified Person by the limited partnership agreement, except that no Partnership Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Partnership Indemnified Person by reason of gross negligence or willful

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misconduct with respect to such acts or omissions. Each limited partnership agreement also provides that, to the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Partnership Indemnified Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Partnership Indemnified Person to repay such amount if it shall be determined that the Partnership Indemnified Person is not entitled to be indemnified as authorized in the limited partnership agreement.

The administrative trustees of the ML Capital Trusts and the regular trustees of the Trusts and ML Preferred Trusts are covered by insurance policies indemnifying them against certain liabilities, including certain liabilities arising under the Securities Act, which might be incurred by them in such capacity and against which they cannot be indemnified by Bank of America or the applicable trust.

In addition, certain sections of the forms of underwriting or distribution agreements filed or to be filed as exhibits to this registration statement provide for indemnification of Bank of America and its directors and officers and the Trusts and each of the Property Trustee, Delaware Trustee and Regular Trustees by the underwriters or agents against certain liabilities, including certain liabilities under the Securities Act, in connection with certain offerings of securities under the Registration Statement. From time to time similar provisions have been contained in other agreements relating to other securities of Bank of America.

Item 16. List of Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement for Debt Securities, incorporated herein by reference to Exhibit 1.1 of the Registration Statement on Form S-3 (No. 333-133852) of Bank of America Corporation (the "Company")
1.2	Form of Underwriting Agreement for Preferred Stock, incorporated herein by reference to Exhibit 1.2 of the Company's Registration Statement on Form S-3 (No. 333-133852)
1.3	Form of Underwriting Agreement for Common Stock, incorporated herein by reference to Exhibit 1.3 of the Company's Registration Statement on Form S-3 (No. 333-133852)
1.4	Form of Underwriting Agreement for Depositary Shares, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (No. 333-158663)
1.5	Form of Underwriting Agreement for Warrants and Units, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (No. 333-133852)
1.6	Form of Underwriting Agreement for Purchase Contracts*
1.7	Form of Underwriting Agreement for Trust Securities, incorporated herein by reference to Exhibit 1.6 of the Company's Registration Statement on Form S-3 (No. 333-133852)
1.8	Distribution Agreement dated as of April 10, 2008, between Bank of America Corporation, Banc of America Securities LLC, and Banc of America Investment Services, Inc., incorporated herein by reference to Exhibit 1.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 15, 2008

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<u>Exhibit No.</u>	<u>Description</u>
1.9	Letter agreement dated January 2, 2009, between Bank of America Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.9 of the Company's Registration Statement on Form S-3 (No. 333-158663)
1.10	Form of Supplement to Series L Distribution Agreement, between Bank of America Corporation, Banc of America Securities LLC, Banc of America Investment Services, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.10 of the Company's Registration Statement on Form S-3 (No. 333-158663)
1.11	Form of Second Supplement to Series L Distribution Agreement, between Bank of America Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated ††
4.1	Amended and Restated Certificate of Incorporation of Bank of America Corporation, including Certificates of Designation and other descriptions of outstanding series of Preferred Stock, incorporated herein by reference to Exhibit 3(a) of the Company's Quarterly Report on Form 10-Q (File No. 1-6523) for the quarter ended June 30, 2013
4.2	Amended and Restated Bylaws of Bank of America Corporation, incorporated herein by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 22, 2013
4.3	Indenture dated as of January 1, 1995 (for senior debt securities), between NationsBank Corporation and BankAmerica National Trust Company, as trustee (the "1995 Company Senior Indenture"), incorporated herein by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-3 (No. 33-57533)
4.4	Successor Trustee Agreement effective December 15, 1995, between NationsBank Corporation and First Trust of New York, National Association (now U.S. Bank Trust National Association), as successor trustee to BankAmerica National Trust Company, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (No. 333-07229)
4.5	First Supplemental Indenture to the 1995 Company Senior Indenture, dated as of September 18, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and U.S. Bank Trust National Association, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.6	Second Supplemental Indenture to the 1995 Company Senior Indenture, dated as of May 7, 2001, among Bank of America Corporation, U.S. Bank Trust National Association, as Prior Trustee, and The Bank of New York, as Successor Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 14, 2001
4.7	Third Supplemental Indenture to the 1995 Company Senior Indenture, dated as of July 28, 2004, between Bank of America Corporation (successor to NationsBank Corporation) and The Bank of New York (successor to U.S. Bank Trust National Association), incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 27, 2004
4.8	Fourth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of April 28, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (No. 333-133852)

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<u>Exhibit No.</u>	<u>Description</u>
4.9	Agreement of Appointment and Acceptance dated as of December 29, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor trustee to The Bank of New York), incorporated herein by reference to Exhibit 4(aaa) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2006
4.10	Fifth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of December 1, 2008, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 5, 2008
4.11	Sixth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A.(successor to The Bank of New York), incorporated herein by reference to Exhibit 4(ee) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.12	Form of Senior Registered Note, incorporated herein by reference to Exhibit 4.7 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.13	Form of Global Senior Medium-Term Note, Series L††
4.14	Form of Master Global Senior Medium-Term Note, Series L††
4.15	Indenture dated as of January 1, 1995 (for subordinated debt securities), between NationsBank Corporation and The Bank of New York, as trustee (the "the 1995 Company Subordinated Indenture"), incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (No. 33-57533)
4.16	First Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.8 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.17	Second Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of January 25, 2007, between Bank of America Corporation and The Bank of New York Trust Company, N.A., incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 (No. 333-141361)
4.18	Third Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A.(successor to The Bank of New York), incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.19	Form of Subordinated Registered Note, incorporated herein by reference to Exhibit 4.10 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.20	Form of Global Subordinated Medium-Term Note, Series L††
4.21	Indenture dated as of November 1, 1992, between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Amendment No. 1 to Current Report on Form 8-K (File No. 1-6523) filed March 1, 1993

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<u>Exhibit No.</u>	<u>Description</u>
4.22	First Supplemental Indenture dated as of July 1, 1993, between NationsBank Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed July 7, 1993
4.23	Second Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(i) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.24	Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 33-30717)
4.25	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation (successor to NCNB Corporation), NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(f) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.26-4.28	Intentionally omitted
4.29	Indenture dated as of October 1, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3/A (No. 33-50216) of Fleet Financial Group, Inc.
4.30	First Supplemental Indenture dated as of November 30, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4 to Fleet Financial Group, Inc.'s Current Report on Form 8-K (File No. 1-06366) filed December 2, 1992
4.31	Second Supplemental Indenture dated as of March 18, 2004, among Bank of America, FleetBoston Financial Corporation (successor to Fleet Financial Group, Inc.), and J.P. Morgan Trust Company, N.A. (successor to The First National Bank of Chicago), as Trustee, incorporated herein by reference to Exhibit 4.59 to Bank of America's Amendment No. 1 to Registration Statement on Form S-3 (No. 333-112708)
4.32	Indenture dated as of September 29, 1992, between MBNA Corporation and Bankers Trust Company, as Trustee, incorporated herein by reference to Exhibit 4(a) to the Registration Statement on Form S-3 (No. 33-95600) of MBNA Corporation
4.33	First Supplemental Indenture dated as of December 21, 2005, among Bank of America Corporation, MBNA Corporation and Deutsche Bank Trust Company Americas (successor to Bankers Trust Company), as Trustee, incorporated herein by reference to Exhibit 4.32 to the Company's Registration Statement on Form S-3 (No. 333-130821)
4.34	Indenture dated as of February 1, 2005, among Countrywide Financial Corporation, Countrywide Home Loans, Inc. and The Bank of New York, as Trustee (the "2005 Countrywide Indenture"), incorporated herein by reference to Exhibit 4.58 of Countrywide Financial Corporation's Quarterly Report on Form 10-Q (File No. 1-12331-01) for the quarter ended March 31, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.35	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.2 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.36	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.37	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.38-4.42	Intentionally omitted
4.43	Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee (the "2001 Countrywide Indenture"), incorporated herein by reference to Exhibit 4.25 to Countrywide Financial Corporation's Annual Report on Form 10-K (File No. 1-12331-01) for the year ended December 31, 2003
4.44	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.4 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.45	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.15 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.46	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.16 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.47	Agreement of Resignation, Appointment and Acceptance dated as of December 10, 2008, among Bank of America Corporation, The Bank of New York Mellon (formerly The Bank of New York) and The Bank of New York Mellon Trust Company, N.A., incorporated herein by reference to Exhibit 4.76 of the Company's Post-Effective Amendment No.1 to the Registration Statement on Form S-3 (No. 333-158663)

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<u>Exhibit No.</u>	<u>Description</u>
4.48	Indenture dated as of May 16, 2006, between Countrywide Financial Corporation and The Bank of New York, as Trustee (the “2006 Countrywide Indenture”), relating to the 6.25% Subordinated Notes due May 15, 2016, incorporated herein by reference to Exhibit 4.27 to Countrywide Financial Corporation’s Current Report on Form 8-K (File No. 1-12331-01) filed May 16, 2006
4.49	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.1 of Countrywide Financial Corporation’s Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.50	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.7 to the Company’s Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.51	Agreement of Resignation, Appointment and Acceptance, dated as of January 1, 2009, among Bank of America Corporation (successor in interest to Countrywide Financial Corporation), as issuer; the Bank of New York Mellon, as the resigning trustee, and Deutsche Bank Trust Company Americas, as successor trustee, relating to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.172 of the Company’s Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663)
4.52	Amended and Restated Senior Indenture dated as of July 1, 2001 (for senior Internotes) between Bank of America Corporation and The Bank of New York, as trustee (the “Amended and Restated Senior Indenture”), incorporated herein by reference to Exhibit 4.1 to the Company’s Registration Statement on Form S-3 (No. 333-65750)
4.53	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Senior Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company’s Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.54	Amended and Restated Subordinated Indenture dated as of July 1, 2001 (for subordinated Internotes) between Bank of America Corporation and The Bank of New York, as trustee (the “Amended and Restated Subordinated Indenture”), incorporated herein by reference to Exhibit 4.2 to the Company’s Registration Statement on Form S-3 (No. 333-65750)
4.55	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Subordinated Indenture, incorporated herein by reference to Exhibit 4(hh) of the Company’s Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.56	Restated Senior Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.1 of the Company’s Amendment No. 1 to Registration Statement on Form S-3 (No. 333-47222)

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<u>Exhibit No.</u>	<u>Description</u>
4.57	Restated Subordinated Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.2 of the Company's Amendment No. 1 to Registration Statement on Form S-3 (No. 333-47222)
4.58	Form of Certificate for Preferred Stock, incorporated herein by reference to Exhibit 4.14 of the Company's Registration Statement on Form S-3 (No. 333-112708)
4.59	Specimen Common Stock Certificate, incorporated herein by reference to Exhibit 4.15 of the Company's Registration Statement on Form S-3 (No. 333-112708)
4.60	Form of Deposit Agreement, incorporated herein by reference to Exhibit 4.20 of the Company's Registration Statement on Form S-3 (No. 333-158663)
4.61	Form of Depositary Receipt (included in Exhibit 4.60)
4.62	Form of Warrant Agreement for Universal Warrant*
4.63	Form of Warrant Agreement for Warrants Sold Alone*
4.64	Form of Warrant Agreement for Warrants Sold Attached to Debt Securities*
4.65	Form of Prepaid Unit Agreement, including form of prepaid unit certificate*
4.66	Form of Non-Prepaid Unit Agreement*
4.67	Form of Put Warrant (included in Exhibit 4.63)
4.68	Form of Call Warrant (included in Exhibit 4.63)
4.69	Form of Prepaid Purchase Contract*
4.70	Form of Non-Prepaid Purchase Contract*
4.71	Certificate of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.28 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.72	Certificate of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.29 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.73	Certificate of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.30 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.74	Certificate of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.31 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.75	Certificate of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.32 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.76	Declaration of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.37 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.77	Declaration of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.38 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.78	Declaration of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.39 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)

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<u>Exhibit No.</u>	<u>Description</u>
4.79	Declaration of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.40 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.80	Declaration of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.41 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.81	Form of Amended and Restated Declaration of Trust for each of BAC Capital Trusts XVI-XX**
4.82	Restated Indenture dated as of November 1, 2001 (for junior subordinated debt securities) between Bank of America Corporation and The Bank of New York, as Trustee (the "2001 Company Restated Indenture"), incorporated herein by reference to Exhibit 4.10 of Amendment No. 1 to the Company's Registration Statement on Form S-3 (No. 333-70984)
4.83	Form of Supplemental Indenture to be used in connection with the issuance of the Company's Junior Subordinated Notes, incorporated herein by reference to Exhibit 4.44 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.84	Form of Capital Security (included in 4.81 above)
4.85	Form of Junior Subordinated Note (included in 4.83 above)
4.86	Form of Guarantee with respect to Capital Securities to be issued by the respective BAC Capital Trusts XVI-XX, incorporated herein by reference to Exhibit 4.47 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.87-4.91	Intentionally omitted
4.92	Certificate of Trust of BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (No. 333-104151)
4.93	Certificate of Trust of BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (No. 333-104151)
4.94	Certificate of Trust of BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (No. 333-123714)
4.95	Intentionally omitted
4.96	Certificate of Trust of BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (No. 333-123714)
4.97	Intentionally omitted
4.98	Certificate of Trust of BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.25 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.99	Certificate of Trust of BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.26 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.100	Certificate of Trust of BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.27 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.101	Intentionally omitted

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<u>Exhibit No.</u>	<u>Description</u>
4.102	Certificate of Trust of NB Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (No. 333-15375)
4.103-4.108	Intentionally omitted
4.109	Amended and Restated Declaration of Trust of BAC Capital Trust VI dated as of February 24, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.110	Amended and Restated Declaration of Trust of BAC Capital Trust VII dated as of August 4, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.111	Amended and Restated Declaration of Trust of BAC Capital Trust VIII dated as of August 17, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.112	Intentionally omitted
4.113	Amended and Restated Declaration of Trust of BAC Capital Trust XI dated as of May 15, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.114	Intentionally omitted
4.115	Amended and Restated Declaration of Trust of BAC Capital Trust XIII dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.116	Amended and Restated Declaration of Trust of BAC Capital Trust XIV dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.117	Amended and Restated Declaration of Trust of BAC Capital Trust XV dated May 23, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.118	Intentionally omitted
4.119	Amended and Restated Declaration of Trust of NB Capital Trust III dated January 22, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.120-41.30	Intentionally omitted
4.131	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 7, 2011††
4.132	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 10, 2011††

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<u>Exhibit No.</u>	<u>Description</u>
4.133	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011††
4.134	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 10, 2011††
4.135	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011††
4.136	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII, dated as of November 10, 2011††
4.137-4.138	Intentionally omitted
4.139	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 7, 2011††
4.140	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 10, 2011††
4.141-4.142	Intentionally omitted
4.143	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of December 8, 2011††
4.144	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of January 12, 2012††
4.145	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of December 8, 2011††
4.146	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of January 12, 2012††
4.147	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 7, 2011††
4.148	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 10, 2011††
4.149-4.150	Intentionally omitted
4.151	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 7, 2011††
4.152-41.59	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 10, 2011††
4.160	Sixth Supplemental Indenture dated as of March 8, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.161	Seventh Supplemental Indenture dated as of August 10, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005

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<u>Exhibit No.</u>	<u>Description</u>
4.162	Eighth Supplemental Indenture dated as of August 25, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.163	Intentionally omitted
4.164	Eleventh Supplemental Indenture dated as of May 23, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.165	Intentionally omitted
4.166	Thirteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.167	Fourteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.7 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.168	Fifteenth Supplemental Indenture dated as of May 31, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.169	Sixteenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.170	Seventeenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.171	Eighteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.172	Nineteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012

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<u>Exhibit No.</u>	<u>Description</u>
4.173	Indenture dated as of November 27, 1996 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.10 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.174	Intentionally omitted
4.175	Third Supplemental Indenture dated as of February 3, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.176-4.181	Intentionally omitted
4.182	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.183	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.184	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.185	Intentionally omitted
4.186	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.187	Intentionally omitted
4.188	HITS Guarantee Agreement with respect to BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.12 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.189	HITS Guarantee Agreement with respect to BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.13 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.190	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.191	Intentionally omitted
4.192	Form of Guarantee Agreement with respect to NB Capital Trust III, incorporated herein by reference to Exhibit 4.12 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)
4.193	Senior Indenture, dated as of April 1, 1983, as amended and restated as of April 1, 1987, between Merrill Lynch & Co., Inc. ("Merrill Lynch") and The Bank of New York Mellon, ¹ as Trustee (the "1983 ML Senior Indenture"), and the Supplemental Indenture thereto dated as of March 15, 1990, incorporated by reference to Exhibit 4(i) to Merrill Lynch's Annual Report on Form 10-K (File No. 1-7182) for the fiscal year ended December 31, 1999 (the "1999 ML 10-K")

¹ As used in this section of this Registration Statement, "The Bank of New York Mellon" means The Bank of New York Mellon, a New York banking corporation and successor to the corporate trust business of The Bank of New York, JPMorgan Chase Bank, N.A., the entity formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company).

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<u>Exhibit No.</u>	<u>Description</u>
4.194	Sixth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 25, 1993, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(ii) to the 1999 ML 10-K
4.195	Twelfth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of September 1, 1998, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(a) to Merrill Lynch's Current Report on Form 8-K (File No 1-7182) filed October 21, 1998
4.196	Fifteenth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 14, 2003, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b)(ix) to Merrill Lynch's Registration Statement on Form 5-3 (No. 333-109802)
4.197	Eighteenth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 21, 2004, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b)(xiv) to Merrill Lynch's Registration Statement on Form 5-3 (No. 333122639)
4.198	Twentieth Supplemental Indenture to the 1983 ML Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.199	Senior Indenture, dated as of October 1, 1993, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon (the "1993 ML Senior Indenture"), incorporated by reference to Exhibit 4(iv) to Merrill Lynch's Annual Report on Form 10-K (File No. 1-7182) for the fiscal year ended December 25, 1998
4.200	First Supplemental Indenture to the 1993 ML Senior Indenture, dated as of June 1, 1998, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(a) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed July 2, 1998
4.201	Second Supplemental Indenture to the 1993 ML Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.202	Form of Subordinated Indenture, dated as of December 17, 1996, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as Trustee (the "1996 ML Subordinated Indenture"), incorporated by reference to Exhibit 4.7 to Amendment No. 2 to Merrill Lynch's Registration Statement on Form S-3 (No 333-16603)
4.203	Supplemental Indenture to the 1996 ML Subordinated Indenture, dated as of May 16, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as trustee, incorporated by reference to Exhibit 4(a) to Merrill Lynch's Current Report on Form 8-K (File No 1-7182) filed May 16, 2006
4.204	Second Supplemental Indenture to the 1996 ML Subordinated Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.205	Junior Subordinated Indenture, dated as of December 14, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as trustee (the "2006 ML Junior Subordinated Indenture), incorporated by reference to Exhibit 4(a) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.206	First Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of December 14, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.207	Second Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of May 2, 2007, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007
4.208	Third Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of August 22, 2007, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007
4.209	Fourth Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.210	Form of Certificate of Trust of Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV, and Merrill Lynch Preferred Capital Trust V, incorporated by reference to Exhibit 4.1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.211	Form of Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV and Merrill Lynch Preferred Capital Trust V (including form of trust preferred security), incorporated by reference to Exhibit 4.2 to Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.212	Form of Certificate of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V, L.P., incorporated by reference to Exhibit 4.3 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.213	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., dated as of September 30, 2013
4.214	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding IV, L.P., dated as of September 30, 2013
4.215	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding V, L.P., dated as of September 30, 2013
4.216	Form of Amended and Restated Agreement of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V L.P. (including form of partnership preferred security), incorporated by reference to Exhibit 4.4 to Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.217	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust III
4.218	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust IV

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<u>Exhibit No.</u>	<u>Description</u>
4.219	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust V
4.220	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding III, L.P.
4.221	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding IV, L.P.
4.222	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding V, L.P.
4.223	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, in connection with Merrill Lynch Preferred Funding III, L.P.
4.224	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, in connection with Merrill Lynch Preferred Funding IV, L.P.
4.225	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trust, in connection with Merrill Lynch Preferred Funding V, L.P.
4.226	Certificate of Trust of Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.227	Trust Agreement of Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.228	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust I (including form of trust preferred security), incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.229	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.230	First Amendment to Merrill Lynch Capital Trust I Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.231	Certificate of Trust of Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 2 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.232	Trust Agreement of Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 2 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.233	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust II, including form of Trust Preferred Security, incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.234	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007
4.235	First Amendment to Merrill Lynch Capital Trust II Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.236	Certificate of Trust of Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 3 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.237	Trust Agreement of Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 3 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.238	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust III, including form of Trust Preferred Security, incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007
4.239	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007
4.240	First Amendment to Merrill Lynch Capital Trust III Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
5.1	Opinion of McGuireWoods LLP, regarding legality of securities being registered ^{††}
5.2	Opinion of Richards, Layton & Finger, P.A. as to Bank of America Corporation capital trusts ^{††}
5.3	Opinion of McGuireWoods LLP regarding legality of securities being registered
5.4	Opinion of Richards, Layton & Finger, P.A., as to Merrill Lynch capital trusts and limited partnerships
8.1	Opinion of Morrison & Foerster LLP ^{††}
12.1	Calculation of Ratio of Earnings to Fixed Charges, and Ratio of Earnings to Fixed Charges and Preferred Dividends, incorporated herein by reference to Exhibit 12 of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2012
23.1	Consent of McGuireWoods LLP (included in Exhibit 5.1)
23.2	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.2)
23.3	Consent of Morrison & Foerster LLP (included in Exhibit 8.1)
23.4	Consent of PricewaterhouseCoopers LLP with respect to Bank of America Corporation
23.5	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding III, L.P. and Merrill Lynch Preferred Capital Trust III
23.6	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Capital Trust IV

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<u>Exhibit No.</u>	<u>Description</u>
23.7	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding V, L.P. and Merrill Lynch Preferred Capital Trust V
23.8	Consent of McGuireWoods LLP (included in Exhibit 5.3)
23.9	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.4)
24.1	Power of Attorney
25.1	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 1995 Company Senior Indenture described above in Exhibit 4.3 ††
25.2	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the 1995 Company Subordinated Indenture described above in Exhibit 4.15 ††
25.3	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.21 ††
25.4	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.24 ††
25.5	Intentionally omitted
25.6	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.29 ††
25.7	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.32 ††
25.8	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 2005 Countrywide Indenture described above in Exhibit 4.34 ††
25.9	Intentionally omitted
25.10	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 2001 Countrywide Indenture described above in Exhibit 4.43 ††
25.11	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Subordinated Trustee, on Form T-1, with respect to the 2006 Countrywide Indenture described above in Exhibit 4.48 ††
25.12	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Amended and Restated Senior Indenture described above in Exhibit 4.52 ††
25.13	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Amended and Restated Subordinated Indenture described above in Exhibit 4.54 ††
25.14	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.56†
25.15	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.57††

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<u>Exhibit No.</u>	<u>Description</u>
25.16	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the 2001 Company Restated Indenture described above in Exhibit 4.82 ††
25.17	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.173 ††
25.18	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVI, on Form T-1 ††
25.19	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVII, on Form T-1 ††
25.20	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVIII, on Form T-1 ††
25.21	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XIX, on Form T-1 ††
25.22	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XX, on Form T-1 ††
25.23	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVI, on Form T-1 ††
25.24	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVII, on Form T-1 ††
25.25	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVIII, on Form T-1 ††
25.26	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XIX, on Form T-1 ††
25.27	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XX, on Form T-1 ††
25.28-25.32	Intentionally omitted
25.33	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VI ††

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<u>Exhibit No.</u>	<u>Description</u>
25.34	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VII ††
25.35	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII ††
25.36	Intentionally omitted.
25.37	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XI ††
25.38	Intentionally omitted
25.39	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII ††
25.40	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV ††
25.41	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XV ††
25.42	Intentionally omitted
25.43	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust III ††
25.44-25.49	Intentionally omitted
25.50	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VI ††
25.51	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VII ††
25.52	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VIII ††
25.53	Intentionally omitted
25.54	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XI ††
25.55	Intentionally omitted
25.56	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIII ††

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<u>Exhibit No.</u>	<u>Description</u>
25.57	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIV ††
25.58	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XV ††
25.59	Intentionally omitted
25.60	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust III ††
25.61	Intentionally omitted
25.62	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1983 ML Senior Indenture described in Exhibit 4.193
25.63	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1993 ML Senior Indenture described in Exhibit 4.199
25.64	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1996 ML Subordinated Indenture described in Exhibit 4.202
25.65	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 2006 ML Junior Subordinated Indenture described in Exhibit 4.205
25.66	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust III
25.67	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust IV
25.68	Statement of Eligibility of The Bank of New York Mellon as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust V
25.69	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust I
25.70	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust II
25.71	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust III
25.72	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust III
25.73	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust IV

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<u>Exhibit No.</u>	<u>Description</u>
25.74	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust V
25.75	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust I
25.76	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust II
25.77	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust III
25.78	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding III, L.P.
25.79	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding IV, L.P.
25.80	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding V, L.P.
*	To be filed as an exhibit to a Current Report on Form 8-K at the time of a particular offering and incorporated herein by reference.
††	Previously filed.

Item 17. Undertakings.

The undersigned Registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by a Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the “Securities Exchange Act”), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) each prospectus filed by a Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of this registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of this registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of a Registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of an undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of an undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

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- (ii) any free writing prospectus relating to the offering prepared by or on behalf of a Registrant or used or referred to by an undersigned Registrant;
- (iii) the portion of any other free writing prospectus relating to the offering containing material information about an undersigned Registrant or its securities provided by or on behalf of an undersigned Registrant; and
- (iv) any other communication that is an offer in the offering made by an undersigned Registrant to the purchaser.

The undersigned Registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of such Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Each undersigned Registrant hereby undertakes (1) to use its best efforts to distribute prior to the opening of bids, to prospective bidders, underwriters, and dealers, a reasonable number of copies of a prospectus which at that time meets the requirements of section 10(a) of the Securities Act, and relating to the securities offered at competitive bidding, as contained in the registration statement, together with any supplements thereto, and (2) to file an amendment to the registration statement reflecting the results of bidding, the terms of the reoffering, and related matters to the extent required by the applicable form, not later than the first use, authorized by the Registrant after the opening of bids, of a prospectus relating to the securities offered at competitive bidding, unless no further public offering of such securities by the Registrant and no reoffering of such securities by the purchasers is proposed to be made.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of a Registrant pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a Registrant for expenses the incurred or paid by a director, officer, or controlling person in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each undersigned Registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
* _____ Charles O. Holliday, Jr.	Director	October 1, 2013
* _____ Linda P. Hudson	Director	October 1, 2013
* _____ Monica C. Lozano	Director	October 1, 2013
* _____ Thomas J. May	Director	October 1, 2013
* _____ Lionel L. Nowell, III	Director	October 1, 2013
* _____ Clayton S. Rose	Director	October 1, 2013
* _____ R. David Yost	Director	October 1, 2013

*By: _____
/s/ ROSS E. JEFFRIES
Ross E. Jeffries
Attorney-in-Fact

Signature Page

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST VI

By: /S/ ANGELA C. JONES
 Angela C. Jones
 Regular Trustee

By: /S/ TIMOTHY L. PRATT
 Timothy L. Pratt
 Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST VII

By: /S/ ANGELA C. JONES
 Angela C. Jones
 Regular Trustee

By: /S/ TIMOTHY L. PRATT
 Timothy L. Pratt
 Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST VIII

By: /S/ ANGELA C. JONES
 Angela C. Jones
 Regular Trustee

By: /S/ TIMOTHY L. PRATT
 Timothy L. Pratt
 Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XI

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XV

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XVI

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XVII

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XVIII

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XIX

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XX

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

NB CAPITAL TRUST III

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XIII

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

BAC CAPITAL TRUST XIV

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED FUNDING III, L.P.

By: BANK OF AMERICA CORPORATION
as General Partner

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Senior Vice President

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED CAPITAL TRUST III

By: _____ /S/ BRADLEY M. TAYLOR
Bradley M. Taylor
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED FUNDING IV, L.P.

By: BANK OF AMERICA CORPORATION,
as General Partner

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Senior Vice President

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED CAPITAL
TRUST IV

By: _____ /S/ BRADLEY M. TAYLOR
Bradley M. Taylor
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED FUNDING V, L.P.

By: BANK OF AMERICA CORPORATION
as General Partner

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Senior Vice President

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH PREFERRED CAPITAL
TRUST V

By: _____ /S/ BRADLEY M. TAYLOR
Bradley M. Taylor
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH CAPITAL TRUST I

By: _____
 /S/ ANGELA C. JONES
 Angela C. Jones
 Administrative Trustee

By: _____
 /S/ TIMOTHY PRATT
 Timothy Pratt
 Administrative Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH CAPITAL TRUST II

By: _____
 /S/ ANGELA C. JONES
 Angela C. Jones
 Administrative Trustee

By: _____
 /S/ TIMOTHY PRATT
 Timothy Pratt
 Administrative Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on October 1, 2013.

MERRILL LYNCH CAPITAL TRUST III

By: _____
 /S/ ANGELA C. JONES
 Angela C. Jones
 Administrative Trustee

By: _____
 /S/ TIMOTHY PRATT
 Timothy Pratt
 Administrative Trustee

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement for Debt Securities, incorporated herein by reference to Exhibit 1.1 of the Registration Statement on Form S-3 (No. 333-133852) of Bank of America Corporation (the “Company”)
1.2	Form of Underwriting Agreement for Preferred Stock, incorporated herein by reference to Exhibit 1.2 of the Company’s Registration Statement on Form S-3 (No. 333-133852)
1.3	Form of Underwriting Agreement for Common Stock, incorporated herein by reference to Exhibit 1.3 of the Company’s Registration Statement on Form S-3 (No. 333-133852)
1.4	Form of Underwriting Agreement for Depository Shares, incorporated herein by reference to Exhibit 1.4 of the Company’s Registration Statement on Form S-3 (No. 333-158663)
1.5	Form of Underwriting Agreement for Warrants and Units, incorporated herein by reference to Exhibit 1.4 of the Company’s Registration Statement on Form S-3 (No. 333-133852)
1.6	Form of Underwriting Agreement for Purchase Contracts*
1.7	Form of Underwriting Agreement for Trust Securities, incorporated herein by reference to Exhibit 1.6 of the Company’s Registration Statement on Form S-3 (No. 333-133852)
1.8	Distribution Agreement dated as of April 10, 2008, between Bank of America Corporation, Banc of America Securities LLC, and Banc of America Investment Services, Inc., incorporated herein by reference to Exhibit 1.1 of the Company’s Current Report on Form 8-K (File No. 1-6523) filed April 15, 2008
1.9	Letter agreement dated January 2, 2009, between Bank of America Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.9 of the Company’s Registration Statement on Form S-3 (No. 333-158663)
1.10	Form of Supplement to Series L Distribution Agreement, between Bank of America Corporation, Banc of America Securities LLC, Banc of America Investment Services, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.10 of the Company’s Registration Statement on Form S-3 (No. 333-158663)
1.11	Form of Second Supplement to Series L Distribution Agreement, between Bank of America Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated ††
4.1	Amended and Restated Certificate of Incorporation of Bank of America Corporation, including Certificates of Designation and other descriptions of outstanding series of Preferred Stock, incorporated herein by reference to Exhibit 3(a) of the Company’s Quarterly Report on Form 10-Q (File No. 1-6523) for the quarter ended June 30, 2013
4.2	Amended and Restated Bylaws of Bank of America Corporation, incorporated herein by reference to Exhibit 3.1 of the Company’s Current Report on Form 8-K (File No. 1-6523) filed August 22, 2013
4.3	Indenture dated as of January 1, 1995 (for senior debt securities), between NationsBank Corporation and BankAmerica National Trust Company, as trustee (the “1995 Company Senior Indenture”), incorporated herein by reference to Exhibit 4.1 of the Company’s Registration Statement on Form S-3 (No. 33-57533)

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<u>Exhibit No.</u>	<u>Description</u>
4.4	Successor Trustee Agreement effective December 15, 1995, between NationsBank Corporation and First Trust of New York, National Association (now U.S. Bank Trust National Association), as successor trustee to BankAmerica National Trust Company, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (No. 333-07229)
4.5	First Supplemental Indenture to the 1995 Company Senior Indenture, dated as of September 18, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and U.S. Bank Trust National Association, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.6	Second Supplemental Indenture to the 1995 Company Senior Indenture, dated as of May 7, 2001, among Bank of America Corporation, U.S. Bank Trust National Association, as Prior Trustee, and The Bank of New York, as Successor Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 14, 2001
4.7	Third Supplemental Indenture to the 1995 Company Senior Indenture, dated as of July 28, 2004, between Bank of America Corporation (successor to NationsBank Corporation) and The Bank of New York (successor to U.S. Bank Trust National Association), incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 27, 2004
4.8	Fourth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of April 28, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.9	Agreement of Appointment and Acceptance dated as of December 29, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor trustee to The Bank of New York), incorporated herein by reference to Exhibit 4(aaa) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2006
4.10	Fifth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of December 1, 2008, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 5, 2008
4.11	Sixth Supplemental Indenture to the 1995 Company Senior Indenture, dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A.(successor to The Bank of New York), incorporated herein by reference to Exhibit 4(ee) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.12	Form of Senior Registered Note, incorporated herein by reference to Exhibit 4.7 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.13	Form of Global Senior Medium-Term Note, Series L††
4.14	Form of Master Global Senior Medium-Term Note, Series L††
4.15	Indenture dated as of January 1, 1995 (for subordinated debt securities), between NationsBank Corporation and The Bank of New York, as trustee (the "the 1995 Company Subordinated Indenture"), incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (No. 33-57533)

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<u>Exhibit No.</u>	<u>Description</u>
4.16	First Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.8 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.17	Second Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of January 25, 2007, between Bank of America Corporation and The Bank of New York Trust Company, N.A., incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 (No. 333-141361)
4.18	Third Supplemental Indenture to the 1995 Company Subordinated Indenture, dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A.(successor to The Bank of New York), incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.19	Form of Subordinated Registered Note, incorporated herein by reference to Exhibit 4.10 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.20	Form of Global Subordinated Medium-Term Note, Series L††
4.21	Indenture dated as of November 1, 1992, between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Amendment No. 1 to Current Report on Form 8-K (File No. 1-6523) filed March 1, 1993
4.22	First Supplemental Indenture dated as of July 1, 1993, between NationsBank Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed July 7, 1993
4.23	Second Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(i) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.24	Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 33-30717)
4.25	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation (successor to NCNB Corporation), NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(f) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.26-4.28	Intentionally omitted
4.29	Indenture dated as of October 1, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3/A (No. 33-50216) of Fleet Financial Group, Inc.

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<u>Exhibit No.</u>	<u>Description</u>
4.30	First Supplemental Indenture dated as of November 30, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4 to Fleet Financial Group, Inc.'s Current Report on Form 8-K (File No. 1-06366) filed December 2, 1992
4.31	Second Supplemental Indenture dated as of March 18, 2004, among Bank of America, FleetBoston Financial Corporation (successor to Fleet Financial Group, Inc.), and J.P. Morgan Trust Company, N.A. (successor to The First National Bank of Chicago), as Trustee, incorporated herein by reference to Exhibit 4.59 to Bank of America's Amendment No. 1 to Registration Statement on Form S-3 (No. 333-112708)
4.32	Indenture dated as of September 29, 1992, between MBNA Corporation and Bankers Trust Company, as Trustee, incorporated herein by reference to Exhibit 4(a) to the Registration Statement on Form S-3 (No. 33-95600) of MBNA Corporation
4.33	First Supplemental Indenture dated as of December 21, 2005, among Bank of America Corporation, MBNA Corporation and Deutsche Bank Trust Company Americas (successor to Bankers Trust Company), as Trustee, incorporated herein by reference to Exhibit 4.32 to the Company's Registration Statement on Form S-3 (No. 333-130821)
4.34	Indenture dated as of February 1, 2005, among Countrywide Financial Corporation, Countrywide Home Loans, Inc. and The Bank of New York, as Trustee (the "2005 Countrywide Indenture"), incorporated herein by reference to Exhibit 4.58 of Countrywide Financial Corporation's Quarterly Report on Form 10-Q (File No. 1-12331-01) for the quarter ended March 31, 2006
4.35	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.2 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.36	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.37	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2005 Countrywide Indenture, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.38-4.42	Intentionally omitted
4.43	Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee (the "2001 Countrywide Indenture"), incorporated herein by reference to Exhibit 4.25 to Countrywide Financial Corporation's Annual Report on Form 10-K (File No. 1-12331-01) for the year ended December 31, 2003

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<u>Exhibit No.</u>	<u>Description</u>
4.44	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.4 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.45	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.15 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.46	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2001 Countrywide Indenture, incorporated herein by reference to Exhibit 4.16 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.47	Agreement of Resignation, Appointment and Acceptance dated as of December 10, 2008, among Bank of America Corporation, The Bank of New York Mellon (formerly The Bank of New York) and The Bank of New York Mellon Trust Company, N.A., incorporated herein by reference to Exhibit 4.76 of the Company's Post-Effective Amendment No.1 to the Registration Statement on Form S-3 (No. 333-158663)
4.48	Indenture dated as of May 16, 2006, between Countrywide Financial Corporation and The Bank of New York, as Trustee (the "2006 Countrywide Indenture"), relating to the 6.25% Subordinated Notes due May 15, 2016, incorporated herein by reference to Exhibit 4.27 to Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed May 16, 2006
4.49	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.1 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.50	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.51	Agreement of Resignation, Appointment and Acceptance, dated as of January 1, 2009, among Bank of America Corporation (successor in interest to Countrywide Financial Corporation), as issuer; the Bank of New York Mellon, as the resigning trustee, and Deutsche Bank Trust Company Americas, as successor trustee, relating to the 2006 Countrywide Indenture, incorporated herein by reference to Exhibit 4.172 of the Company's Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663)

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<u>Exhibit No.</u>	<u>Description</u>
4.52	Amended and Restated Senior Indenture dated as of July 1, 2001 (for senior Internotes) between Bank of America Corporation and The Bank of New York, as trustee (the "Amended and Restated Senior Indenture"), incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (No. 333-65750)
4.53	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Senior Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.54	Amended and Restated Subordinated Indenture dated as of July 1, 2001 (for subordinated Internotes) between Bank of America Corporation and The Bank of New York, as trustee (the "Amended and Restated Subordinated Indenture"), incorporated herein by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-3 (No. 333-65750)
4.55	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Subordinated Indenture, incorporated herein by reference to Exhibit 4(hh) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.56	Restated Senior Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.1 of the Company's Amendment No. 1 to Registration Statement on Form S-3 (No. 333-47222)
4.57	Restated Subordinated Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.2 of the Company's Amendment No. 1 to Registration Statement on Form S-3 (No. 333-47222)
4.58	Form of Certificate for Preferred Stock, incorporated herein by reference to Exhibit 4.14 of the Company's Registration Statement on Form S-3 (No. 333-112708)
4.59	Specimen Common Stock Certificate, incorporated herein by reference to Exhibit 4.15 of the Company's Registration Statement on Form S-3 (No. 333-112708)
4.60	Form of Deposit Agreement, incorporated herein by reference to Exhibit 4.20 of the Company's Registration Statement on Form S-3 (No. 333-158663)
4.61	Form of Depositary Receipt (included in Exhibit 4.60)
4.62	Form of Warrant Agreement for Universal Warrant*
4.63	Form of Warrant Agreement for Warrants Sold Alone*
4.64	Form of Warrant Agreement for Warrants Sold Attached to Debt Securities*
4.65	Form of Prepaid Unit Agreement, including form of prepaid unit certificate*
4.66	Form of Non-Prepaid Unit Agreement*
4.67	Form of Put Warrant (included in Exhibit 4.63)
4.68	Form of Call Warrant (included in Exhibit 4.63)
4.69	Form of Prepaid Purchase Contract*

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<u>Exhibit No.</u>	<u>Description</u>
4.70	Form of Non-Prepaid Purchase Contract*
4.71	Certificate of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.28 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.72	Certificate of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.29 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.73	Certificate of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.30 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.74	Certificate of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.31 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.75	Certificate of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.32 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.76	Declaration of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.37 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.77	Declaration of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.38 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.78	Declaration of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.39 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.79	Declaration of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.40 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.80	Declaration of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.41 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852)
4.81	Form of Amended and Restated Declaration of Trust for each of BAC Capital Trusts XVI-XX†
4.82	Restated Indenture dated as of November 1, 2001 (for junior subordinated debt securities) between Bank of America Corporation and The Bank of New York, as Trustee (the "2001 Company Restated Indenture"), incorporated herein by reference to Exhibit 4.10 of Amendment No. 1 to the Company's Registration Statement on Form S-3 (No. 333-70984)
4.83	Form of Supplemental Indenture to be used in connection with the issuance of the Company's Junior Subordinated Notes, incorporated herein by reference to Exhibit 4.44 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.84	Form of Capital Security (included in 4.81 above)
4.85	Form of Junior Subordinated Note (included in 4.83 above)

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<u>Exhibit No.</u>	<u>Description</u>
4.86	Form of Guarantee with respect to Capital Securities to be issued by the respective BAC Capital Trusts XVI-XX, incorporated herein by reference to Exhibit 4.47 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.87-4.91	Intentionally omitted
4.92	Certificate of Trust of BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (No. 333-104151)
4.93	Certificate of Trust of BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (No. 333-104151)
4.94	Certificate of Trust of BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (No. 333-123714)
4.95	Intentionally omitted
4.96	Certificate of Trust of BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (No. 333-123714)
4.97	Intentionally omitted
4.98	Certificate of Trust of BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.25 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.99	Certificate of Trust of BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.26 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.100	Certificate of Trust of BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.27 of the Company's Registration Statement on Form S-3 (No. 333-133852)
4.101	Intentionally omitted
4.102	Certificate of Trust of NB Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (No. 333-15375)
4.103-4.108	Intentionally omitted
4.109	Amended and Restated Declaration of Trust of BAC Capital Trust VI dated as of February 24, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.110	Amended and Restated Declaration of Trust of BAC Capital Trust VII dated as of August 4, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.111	Amended and Restated Declaration of Trust of BAC Capital Trust VIII dated as of August 17, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005

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<u>Exhibit No.</u>	<u>Description</u>
4.112	Intentionally omitted
4.113	Amended and Restated Declaration of Trust of BAC Capital Trust XI dated as of May 15, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.114	Intentionally omitted
4.115	Amended and Restated Declaration of Trust of BAC Capital Trust XIII dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.116	Amended and Restated Declaration of Trust of BAC Capital Trust XIV dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.117	Amended and Restated Declaration of Trust of BAC Capital Trust XV dated May 23, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.118	Intentionally omitted
4.119	Amended and Restated Declaration of Trust of NB Capital Trust III dated January 22, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.120-41.30	Intentionally omitted
4.131	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 7, 2011††
4.132	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 10, 2011††
4.133	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011††
4.134	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 10, 2011††
4.135	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011††
4.136	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII, dated as of November 10, 2011††
4.137-4.138	Intentionally omitted
4.139	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 7, 2011††
4.140	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 10, 2011††
4.141-4.142	Intentionally omitted

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<u>Exhibit No.</u>	<u>Description</u>
4.143	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of December 8, 2011††
4.144	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of January 12, 2012††
4.145	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of December 8, 2011††
4.146	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of January 12, 2012††
4.147	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 7, 2011††
4.148	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 10, 2011††
4.149-4.150	Intentionally omitted
4.151	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 7, 2011††
4.152-41.59	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 10, 2011††
4.160	Sixth Supplemental Indenture dated as of March 8, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.161	Seventh Supplemental Indenture dated as of August 10, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.162	Eighth Supplemental Indenture dated as of August 25, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.163	Intentionally omitted
4.164	Eleventh Supplemental Indenture dated as of May 23, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.165	Intentionally omitted
4.166	Thirteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.167	Fourteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.7 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.168	Fifteenth Supplemental Indenture dated as of May 31, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the 2001 Company Restated Indenture, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.169	Sixteenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.170	Seventeenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.171	Eighteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.172	Nineteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the 2001 Restated Indenture, incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.173	Indenture dated as of November 27, 1996 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.10 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.174	Intentionally omitted
4.175	Third Supplemental Indenture dated as of February 3, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.176-4.181	Intentionally omitted
4.182	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.183	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005

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<u>Exhibit No.</u>	<u>Description</u>
4.184	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.185	Intentionally omitted
4.186	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.187	Intentionally omitted
4.188	HITS Guarantee Agreement with respect to BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.12 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.189	HITS Guarantee Agreement with respect to BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.13 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.190	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.191	Intentionally omitted
4.192	Form of Guarantee Agreement with respect to NB Capital Trust III, incorporated herein by reference to Exhibit 4.12 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)
4.193	Senior Indenture, dated as of April 1, 1983, as amended and restated as of April 1, 1987, between Merrill Lynch & Co., Inc. ("Merrill Lynch") and The Bank of New York Mellon, ¹ as Trustee (the "1983 ML Senior Indenture"), and the Supplemental Indenture thereto dated as of March 15, 1990, incorporated by reference to Exhibit 4(i) to Merrill Lynch's Annual Report on Form 10-K (File No. 1-7182) for the fiscal year ended December 31, 1999 (the "1999 ML 10-K")
4.194	Sixth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 25, 1993, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(ii) to the 1999 ML 10-K
4.195	Twelfth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of September 1, 1998, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(a) to Merrill Lynch's Current Report on Form 8-K (File No 1-7182) filed October 21, 1998
4.196	Fifteenth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 14, 2003, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b)(ix) to Merrill Lynch's Registration Statement on Form 5-3 (No. 333-109802)
4.197	Eighteenth Supplemental Indenture to the 1983 ML Senior Indenture, dated as of October 21, 2004, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b)(xiv) to Merrill Lynch's Registration Statement on Form 5-3 (No. 333122639)

¹ As used in this section of this Registration Statement, "The Bank of New York Mellon" means The Bank of New York Mellon, a New York banking corporation and successor to the corporate trust business of The Bank of New York, JPMorgan Chase Bank, N.A., the entity formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank (successor by merger to Manufacturers Hanover Trust Company).

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<u>Exhibit No.</u>	<u>Description</u>
4.198	Twentieth Supplemental Indenture to the 1983 ML Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.199	Senior Indenture, dated as of October 1, 1993, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon (the “1993 ML Senior Indenture”), incorporated by reference to Exhibit 4(iv) to Merrill Lynch’s Annual Report on Form 10-K (File No. 1-7182) for the fiscal year ended December 25, 1998
4.200	First Supplemental Indenture to the 1993 ML Senior Indenture, dated as of June 1, 1998, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(a) to Merrill Lynch’s Current Report on Form 8-K (File No. 1-7182) filed July 2, 1998
4.201	Second Supplemental Indenture to the 1993 ML Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.202	Form of Subordinated Indenture, dated as of December 17, 1996, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as Trustee (the “1996 ML Subordinated Indenture”), incorporated by reference to Exhibit 4.7 to Amendment No. 2 to Merrill Lynch’s Registration Statement on Form S-3 (No 333-16603)
4.203	Supplemental Indenture to the 1996 ML Subordinated Indenture, dated as of May 16, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as trustee, incorporated by reference to Exhibit 4(a) to Merrill Lynch’s Current Report on Form 8-K (File No 1-7182) filed May 16, 2006
4.204	Second Supplemental Indenture to the 1996 ML Subordinated Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.205	Junior Subordinated Indenture, dated as of December 14, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as trustee (the “2006 ML Junior Subordinated Indenture”), incorporated by reference to Exhibit 4(a) to Merrill Lynch’s Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.206	First Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of December 14, 2006, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch’s Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.207	Second Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of May 2, 2007, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch’s Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007
4.208	Third Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of August 22, 2007, between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, incorporated by reference to Exhibit 4(b) to Merrill Lynch’s Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007
4.209	Fourth Supplemental Indenture to the 2006 ML Junior Subordinated Indenture, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon

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<u>Exhibit No.</u>	<u>Description</u>
4.210	Form of Certificate of Trust of Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV, and Merrill Lynch Preferred Capital Trust V, incorporated by reference to Exhibit 4.1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.211	Form of Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust III, Merrill Lynch Preferred Capital Trust IV and Merrill Lynch Preferred Capital Trust V (including form of trust preferred security), incorporated by reference to Exhibit 4.2 to Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.212	Form of Certificate of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V, L.P., incorporated by reference to Exhibit 4.3 to Merrill Lynch's Registration Statement on Form S-3 (No 333-42859)
4.213	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., dated as of September 30, 2013
4.214	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding IV, L.P., dated as of September 30, 2013
4.215	Amendment to the Certificate of Limited Partnership of Merrill Lynch Preferred Funding V, L.P., dated as of September 30, 2013
4.216	Form of Amended and Restated Agreement of Limited Partnership of Merrill Lynch Preferred Funding III, L.P., Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Funding V L.P. (including form of partnership preferred security), incorporated by reference to Exhibit 4.4 to Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-42859)
4.217	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust III
4.218	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust IV
4.219	Trust Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Preferred Capital Trust V
4.220	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding III, L.P.
4.221	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding IV, L.P.
4.222	Partnership Preferred Securities Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and Merrill Lynch Preferred Funding V, L.P.
4.223	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, in connection with Merrill Lynch Preferred Funding III, L.P.
4.224	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trustee, in connection with Merrill Lynch Preferred Funding IV, L.P.

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<u>Exhibit No.</u>	<u>Description</u>
4.225	Affiliate Debenture Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation and The Bank of New York Mellon, as guarantee trust, in connection with Merrill Lynch Preferred Funding V, L.P.
4.226	Certificate of Trust of Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.227	Trust Agreement of Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 1 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.228	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust I (including form of trust preferred security), incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.229	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust I, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed December 14, 2006
4.230	First Amendment to Merrill Lynch Capital Trust I Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.231	Certificate of Trust of Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 2 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.232	Trust Agreement of Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 2 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.233	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust II, including form of Trust Preferred Security, incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007
4.234	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust II, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed May 2, 2007
4.235	First Amendment to Merrill Lynch Capital Trust II Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
4.236	Certificate of Trust of Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(b) to Post-Effective Amendment No. 3 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.237	Trust Agreement of Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(c) to Post-Effective Amendment No. 3 to Merrill Lynch's Registration Statement on Form S-3 (No. 333-132911)
4.238	Amended and Restated Trust Agreement of Merrill Lynch Capital Trust III, including form of Trust Preferred Security, incorporated by reference to Exhibit 4(e) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.239	Guarantee Agreement between Merrill Lynch & Co., Inc. and The Bank of New York Mellon, as guarantee trustee, with respect to Merrill Lynch Capital Trust III, incorporated by reference to Exhibit 4(f) to Merrill Lynch's Current Report on Form 8-K (File No. 1-7182) filed August 22, 2007
4.240	First Amendment to Merrill Lynch Capital Trust III Guarantee Agreement, dated as of September 30, 2013, among Bank of America Corporation, Merrill Lynch & Co., Inc. and The Bank of New York Mellon
5.1	Opinion of McGuireWoods LLP, regarding legality of securities being registered ^{††}
5.2	Opinion of Richards, Layton & Finger, P.A. as to Bank of America Corporation capital trusts ^{††}
5.3	Opinion of McGuireWoods LLP regarding legality of securities being registered
5.4	Opinion of Richards, Layton & Finger, P.A., as to Merrill Lynch capital trusts and limited partnerships
8.1	Opinion of Morrison & Foerster LLP ^{††}
12.1	Calculation of Ratio of Earnings to Fixed Charges, and Ratio of Earnings to Fixed Charges and Preferred Dividends, incorporated herein by reference to Exhibit 12 of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2012
23.1	Consent of McGuireWoods LLP (included in Exhibit 5.1)
23.2	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.2)
23.3	Consent of Morrison & Foerster LLP (included in Exhibit 8.1)
23.4	Consent of PricewaterhouseCoopers LLP with respect to Bank of America Corporation
23.5	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding III, L.P. and Merrill Lynch Preferred Capital Trust III
23.6	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding IV, L.P. and Merrill Lynch Preferred Capital Trust IV
23.7	Consent of PricewaterhouseCoopers LLP with respect to Merrill Lynch Preferred Funding V, L.P. and Merrill Lynch Preferred Capital Trust V
23.8	Consent of McGuireWoods LLP (included in Exhibit 5.3)
23.9	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.4)
24.1	Power of Attorney
25.1	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 1995 Company Senior Indenture described above in Exhibit 4.3 ^{††}
25.2	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the 1995 Company Subordinated Indenture described above in Exhibit 4.15 ^{††}
25.3	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.21 ^{††}
25.4	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.24 ^{††}

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<u>Exhibit No.</u>	<u>Description</u>
25.5	Intentionally omitted
25.6	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.29 ††
25.7	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.32 ††
25.8	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 2005 Countrywide Indenture described above in Exhibit 4.34 ††
25.9	Intentionally omitted
25.10	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the 2001 Countrywide Indenture described above in Exhibit 4.43 ††
25.11	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Subordinated Trustee, on Form T-1, with respect to the 2006 Countrywide Indenture described above in Exhibit 4.48 ††
25.12	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Amended and Restated Senior Indenture described above in Exhibit 4.52 ††
25.13	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Amended and Restated Subordinated Indenture described above in Exhibit 4.54 ††
25.14	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.56†
25.15	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.57††
25.16	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the 2001 Company Restated Indenture described above in Exhibit 4.82 ††
25.17	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.173 ††
25.18	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVI, on Form T-1 ††
25.19	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVII, on Form T-1 ††
25.20	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVIII, on Form T-1 ††
25.21	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XIX, on Form T-1 ††

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<u>Exhibit No.</u>	<u>Description</u>
25.22	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XX, on Form T-1 ††
25.23	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVI, on Form T-1 ††
25.24	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVII, on Form T-1 ††
25.25	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVIII, on Form T-1 ††
25.26	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XIX, on Form T-1 ††
25.27	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XX, on Form T-1 ††
25.28-25.32	Intentionally omitted
25.33	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VI ††
25.34	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VII ††
25.35	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII ††
25.36	Intentionally omitted.
25.37	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XI ††
25.38	Intentionally omitted
25.39	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII ††
25.40	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV ††
25.41	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XV ††

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<u>Exhibit No.</u>	<u>Description</u>
25.42	Intentionally omitted
25.43	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust III ††
25.44-25.49	Intentionally omitted
25.50	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VI ††
25.51	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VII ††
25.52	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VIII ††
25.53	Intentionally omitted
25.54	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XI ††
25.55	Intentionally omitted
25.56	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIII ††
25.57	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIV ††
25.58	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XV ††
25.59	Intentionally omitted
25.60	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust III ††
25.61	Intentionally omitted
25.62	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1983 ML Senior Indenture described in Exhibit 4.193
25.63	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1993 ML Senior Indenture described in Exhibit 4.199
25.64	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 1996 ML Subordinated Indenture described in Exhibit 4.202
25.65	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the 2006 ML Junior Subordinated Indenture described in Exhibit 4.205

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<u>Exhibit No.</u>	<u>Description</u>
25.66	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust III
25.67	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust IV
25.68	Statement of Eligibility of The Bank of New York Mellon as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of Merrill Lynch Preferred Capital Trust V
25.69	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust I
25.70	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust II
25.71	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Trust Agreement of Merrill Lynch Capital Trust III
25.72	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust III
25.73	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust IV
25.74	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Trust Preferred Securities Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Preferred Capital Trust V
25.75	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust I
25.76	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust II
25.77	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of Merrill Lynch Capital Trust III
25.78	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding III, L.P.
25.79	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding IV, L.P.
25.80	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Affiliate Debenture Guarantee Agreement in connection with Merrill Lynch Preferred Funding V, L.P.

* To be filed as an exhibit to a Current Report on Form 8-K at the time of a particular offering and incorporated herein by reference.

†† Previously filed.

BANK OF AMERICA CORPORATION

TWENTIETH SUPPLEMENTAL INDENTURE

Dated as of September 30, 2013

Supplementing the Indenture,
Dated as of April 1, 1983 and Restated as of April 1, 1987,
of
MERRILL LYNCH & CO., INC.
to
THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
as Successor Trustee,
as Amended and Supplemented

TWENTIETH SUPPLEMENTAL INDENTURE

THIS TWENTIETH SUPPLEMENTAL INDENTURE, dated as of September 30, 2013 (this "Twentieth Supplemental Indenture"), by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "Parent"), **MERRILL LYNCH & CO., INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as successor trustee under the Indenture referred to herein (the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of April 1, 1983 and restated as of April 1, 1987 (as amended and supplemented, the "Indenture"), providing for the issuance of unsecured and unsubordinated debentures, notes or other evidences of senior indebtedness of the Company (the "Securities");

WHEREAS, there is outstanding under the Indenture one or more series of the Securities;

WHEREAS, the Parent owns directly all of the issued and outstanding capital stock of the Company;

WHEREAS, the Parent intends to merge the Company into the Parent pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the Parent continuing as the surviving corporation of, and assuming all obligations of the Company in, such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the Parent with the Secretary of State of the State of Delaware, or at such later date and time as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of the Company shall cease, and, from and after the Merger Effective Time, the Parent shall succeed to and possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of the Company, all as provided under the DGCL;

WHEREAS, Section 801 of the Indenture provides, in part, that the Company may merge into any other corporation provided that the successor corporation in the merger shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee and such successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, Section 901(1) of the Indenture provides that, without consent of any Holders of Securities, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture supplemental to the Indenture, in form satisfactory to the Trustee, to evidence the succession of another corporation to the Company and the assumption by the successor corporation of the covenants of the Company under the Indenture and in the Securities contained;

WHEREAS, in connection with the Merger, the Company and the Parent desire to execute and deliver this Twentieth Supplemental Indenture in compliance and accordance with Sections 801 and 901(1) of the Indenture, and by this Twentieth Supplemental Indenture to amend and supplement the Indenture in certain respects to evidence the succession of the Parent to the Company and the express assumption by the Parent of the covenants of the Company in the Indenture and contained in the Securities at the Merger Effective Time;

WHEREAS, the Company and the Parent have requested that the Trustee join with them in the execution and delivery of this Twentieth Supplemental Indenture, and, pursuant to the Indenture, the Trustee is authorized to execute and deliver this Twentieth Supplemental Indenture; and

WHEREAS, the execution and delivery of this Twentieth Supplemental Indenture have been duly authorized by all necessary corporate action on the part of each of the Company and the Parent, and all conditions precedent and acts and things necessary to make this Twentieth Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the Company, the Parent and the Trustee hereby covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE I ASSUMPTION AND SUCCESSION BY THE SUCCESSOR CORPORATION

Section 1.1. Assumption of Obligations. Pursuant to, and in compliance and accordance with, Section 801 of the Indenture, by this Twentieth Supplemental Indenture, at the Merger Effective Time, the Parent expressly assumes the due and punctual payment of the principal of and premium, if any, any interest on, and any Additional Amounts payable pursuant to Section 1004 of the Indenture with respect to, all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company.

Section 1.2. Substitution; Relief of Obligation. Pursuant to Section 802 of the Indenture, at the Merger Effective Time, the Parent shall succeed to and be substituted for the Company, with the same effect as if it had been named in the Indenture as the party of the first part, and the Company shall be relieved of any further obligation under the Indenture and the Securities.

Section 1.3. Representations of the Parent. The Parent represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and the surviving corporation in the Merger.

ARTICLE II MISCELLANEOUS

Section 2.1 Effectiveness of Twentieth Supplemental Indenture. This Twentieth Supplemental Indenture shall be effective upon the execution and delivery hereof; provided, however, that neither the Parent's express assumption pursuant to Section 1.1 hereof nor succession and substitution pursuant to Section 1.2 hereof shall be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time, Section 1.1 and Section 1.2 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this Supplemental Indenture shall be automatically null and void and of no force or effect, and the Indenture and Securities shall continue in full force and effect without any modification or amendment hereby.

Section 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Supplemental Indentures Construed Together. This Twentieth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Twentieth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Twentieth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.4 Conflict with Trust Indenture Act. If any provision of this Twentieth Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Twentieth Supplemental Indenture, the provision of the TIA shall control. If any provision of this Twentieth Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Twentieth Supplemental Indenture, as the case may be.

Section 2.6 Severability. In case any provision in this Twentieth Supplemental Indenture 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.

Section 2.7 Defined Terms. Capitalized terms used but not defined in this Twentieth Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

Section 2.8 Addresses for Notice, etc., to the Parent. For purposes of Section 105 of the Indenture, the address of the Parent (until another address is furnished in writing to the Trustee by the Parent) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0065
Attention: Corporate Treasury—Global Funding Transaction Management
Facsimile Number: (704) 548-5999

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department
Facsimile Number: (980) 386-1670

Section 2.8 Headings. The Article and Section headings of this Twentieth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Twentieth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.9 Benefits of Twentieth Supplemental Indenture, etc. Nothing in this Twentieth Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim under this Twentieth Supplemental Indenture.

Section 2.10 Concerning the Trustee. In entering into this Twentieth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere so provided in this Twentieth Supplemental Indenture. The Trustee makes no representations as to the validity or sufficiency of this Twentieth Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Parent, as applicable, and not of the Trustee.

Section 2.11 Counterparts. This Twentieth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

Section 2.12 Governing Law. This Twentieth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.13 Notice to the Trustee. The Parent shall give the Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Twentieth Supplemental Indenture to be duly executed as of the date first written above.

THE PARENT:

Bank of America Corporation

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE COMPANY:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID

Name: Francine Kincaid

Title: Vice President

[SIGNATURE PAGE – TWENTIETH SUPPLEMENTAL INDENTURE TO
THE INDENTURE DATED AS OF APRIL 1, 1983 AND RESTATED AS OF APRIL 1, 1987]

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENTAL INDENTURE

Dated as of September 30, 2013

Supplementing the Indenture,
Dated as of October 1, 1993,
of
MERRILL LYNCH & CO., INC.
to
THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
as Successor Trustee,
as Amended and Supplemented

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of September 30, 2013 (this "Second Supplemental Indenture"), by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "Parent"), **MERRILL LYNCH & CO., INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as successor trustee under the Indenture referred to herein (the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1993 (as amended and supplemented, the "Indenture"), providing for the issuance of unsecured and unsubordinated debentures, notes or other evidences of senior indebtedness of the Company (the "Securities");

WHEREAS, there is outstanding under the Indenture one or more series of the Securities;

WHEREAS, the Parent owns directly all of the issued and outstanding capital stock of the Company;

WHEREAS, the Parent intends to merge the Company into the Parent pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the Parent continuing as the surviving corporation of, and assuming all obligations of the Company in, such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the Parent with the Secretary of State of the State of Delaware, or at such later date and time as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of the Company shall cease, and, from and after the Merger Effective Time, the Parent shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of the Company, all as provided under the DGCL;

WHEREAS, Section 801 of the Indenture provides, in part, that the Company may merge into any other corporation provided that the successor corporation in the merger shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual delivery or payment of the Maturity Consideration in respect of, and interest on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee and such successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, Section 901(1) of the Indenture provides that, without consent of any Holders of the Securities, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture supplemental to the Indenture, in form satisfactory to the Trustee, to evidence the succession of another corporation to the Company and the assumption by the successor corporation of the covenants of the Company under the Indenture and in the Securities contained;

WHEREAS, in connection with the Merger, the Company and the Parent desire to execute and deliver this Second Supplemental Indenture in compliance and accordance with Sections 801 and 901(1) of the Indenture, and by this Second Supplemental Indenture to amend and supplement the Indenture in certain respects to evidence the succession of the Parent to the Company and the express assumption by the Parent of the covenants of the Company in the Indenture and contained in the Securities at the Merger Effective Time;

WHEREAS, the Company and the Parent have requested that the Trustee join with them in the execution and delivery of this Second Supplemental Indenture, and, pursuant to the Indenture, the Trustee is authorized to execute and deliver this Second Supplemental Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture have been duly authorized by all necessary corporate action on the part of each of the Company and the Parent, and all conditions precedent and acts and things necessary to make this Second Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the Company, the Parent and the Trustee hereby covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE I ASSUMPTION AND SUCCESSION BY THE SUCCESSOR CORPORATION

Section 1.1. Assumption of Obligations. Pursuant to, and in compliance and accordance with, Section 801 of the Indenture, by this Second Supplemental Indenture, at the Merger Effective Time, the Parent expressly assumes the due and punctual delivery or payment of the Maturity Consideration in respect of, and interest on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company.

Section 1.2. Substitution; Relief of Obligation. Pursuant to Section 802 of the Indenture, at the Merger Effective Time, the Parent shall succeed to and be substituted for the Company, with the same effect as if it had been named in the Indenture as the party of the first part, and the Company shall be relieved of all obligations under the Indenture and the Securities.

Section 1.3. Representations of the Parent. The Parent represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and the surviving corporation in the Merger.

ARTICLE II MISCELLANEOUS

Section 2.1 Effectiveness of Second Supplemental Indenture. This Second Supplemental Indenture shall be effective upon the execution and delivery hereof; provided, however, that neither the Parent's express assumption pursuant to Section 1.1 hereof nor succession and substitution pursuant to Section 1.2 hereof shall be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time, Section 1.1 and Section 1.2 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this Supplemental Indenture shall be automatically null and void and of no force or effect, and the Indenture and Securities shall continue in full force and effect without any modification or amendment hereby.

Section 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Supplemental Indentures Construed Together. This Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Second Supplemental Indenture is in all respects confirmed and preserved.

Section 2.4 Conflict with Trust Indenture Act. If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Second Supplemental Indenture, as the case may be.

Section 2.6 Severability. In case any provision in this Second Supplemental Indenture 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.

Section 2.7 Defined Terms. Capitalized terms used but not defined in this Second Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

Section 2.8 Addresses for Notice, etc., to the Parent. For purposes of Section 105 of the Indenture, the address of the Parent (until another address is furnished in writing to the Trustee by the Parent) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0065
Attention: Corporate Treasury—Global Funding Transaction Management
Facsimile Number: (704) 548-5999

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department
Facsimile Number: (980) 386-1670

Section 2.8 Headings. The Article and Section headings of this Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.9 Benefits of Second Supplemental Indenture, etc. Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 2.10 Concerning the Trustee. In entering into this Second Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere so provided in this Second Supplemental Indenture. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Parent, as applicable, and not of the Trustee.

Section 2.11 Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

Section 2.12 Governing Law. This Second Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.13 Notice to the Trustee. The Parent shall give the Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Second Supplemental Indenture to be duly executed as of the date first written above.

THE PARENT:

Bank of America Corporation

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE COMPANY:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID

Name: Francine Kincaid

Title: Vice President

[SIGNATURE PAGE – SECOND SUPPLEMENTAL INDENTURE TO
THE INDENTURE DATED AS OF OCTOBER 1, 1993]

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENTAL INDENTURE

Dated as of September 30, 2013

Supplementing the Indenture,
Dated as of December 17, 1996,
between
MERRILL LYNCH & CO., INC.
and
THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
as Successor Trustee,
as Amended and Supplemented

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of September 30, 2013 (this "Second Supplemental Indenture"), by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "Parent"), **MERRILL LYNCH & CO., INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as successor trustee under the Indenture referred to herein (the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of December 17, 1996 (as amended and supplemented, the "Indenture"), providing for the issuance of subordinated debentures, notes or other evidences of subordinated indebtedness of the Company (the "Securities");

WHEREAS, there is outstanding under the Indenture one or more series of the Securities;

WHEREAS, the Parent owns directly all of the issued and outstanding capital stock of the Company;

WHEREAS, the Parent intends to merge the Company into the Parent pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the Parent continuing as the surviving corporation of, and assuming all obligations of the Company in, such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the Parent with the Secretary of State of the State of Delaware, or at such later date and time as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of the Company shall cease, and, from and after the Merger Effective Time, the Parent shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of the Company, all as provided under the DGCL;

WHEREAS, Section 801 of the Indenture provides, in part, that the Company may merge into any other corporation provided that the successor corporation in the merger shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company by supplemental indenture satisfactory to the Trustee and such successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, Section 901(1) of the Indenture provides that, without consent of any holders of the Securities, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture supplemental to the Indenture, in form satisfactory to the Trustee, to evidence the succession of another corporation to the Company and the assumption by the successor corporation of the covenants, conditions and obligations of the Company under the Indenture and in the Securities contained;

WHEREAS, in connection with the Merger, the Company and the Parent desire to execute and deliver this Second Supplemental Indenture in compliance and accordance with Sections 801 and 901(1) of the Indenture, and by this Second Supplemental Indenture to amend and supplement the Indenture in certain respects to evidence the succession of the Parent to the Company and the express assumption by the Parent of the covenants of the Company in the Indenture and contained in the Securities at the Merger Effective Time;

WHEREAS, the Company and the Parent have requested that the Trustee join with them in the execution and delivery of this Second Supplemental Indenture, and, pursuant to the Indenture, the Trustee is authorized to execute and deliver this Second Supplemental Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture have been duly authorized by all necessary corporate action on the part of each of the Company and the Parent, and all conditions precedent and acts and things necessary to make this Second Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the Company, the Parent and the Trustee hereby covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE I ASSUMPTION AND SUCCESSION BY THE SUCCESSOR CORPORATION

Section 1.1. Assumption of Obligations. Pursuant to, and in compliance and accordance with, Section 801 of the Indenture, by this Second Supplemental Indenture, at the Merger Effective Time, the Parent expressly assumes the due and punctual payment of the principal of and premium, if any, any interest on, and any Additional Amounts payable pursuant to Section 1004 of the Indenture with respect to, all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company.

Section 1.2. Substitution; Relief of Obligation. Pursuant to Section 802 of the Indenture, at the Merger Effective Time, the Parent shall succeed to and be substituted for the Company, with the same effect as if it had been named in the Indenture as the party of the first part, and the Company shall be relieved of any further obligation under the Indenture and the Securities.

Section 1.3. Representations of the Parent. The Parent represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and the surviving corporation in the Merger.

ARTICLE II MISCELLANEOUS

Section 2.1 Effectiveness of Second Supplemental Indenture. This Second Supplemental Indenture shall be effective upon the execution and delivery hereof; provided, however, that neither the Parent's express assumption pursuant to Section 1.1 hereof nor succession and substitution pursuant to Section 1.2 hereof shall be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time, Section 1.1 and Section 1.2 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this Supplemental Indenture shall be automatically null and void and of no force or effect, and the Indenture and Securities shall continue in full force and effect without any modification or amendment hereby.

Section 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Supplemental Indentures Construed Together. This Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Second Supplemental Indenture is in all respects confirmed and preserved.

Section 2.4 Conflict with Trust Indenture Act. If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Second Supplemental Indenture, as the case may be.

Section 2.6 Severability. In case any provision in this Second Supplemental Indenture 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.

Section 2.7 Defined Terms. Capitalized terms used but not defined in this Second Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

Section 2.8 Addresses for Notice, etc., to the Parent. For purposes of Section 105 of the Indenture, the address of the Parent (until another address is furnished in writing to the Trustee by the Parent) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0065
Attention: Corporate Treasury—Global Funding Transaction Management
Facsimile Number: (704) 548-5999

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department
Facsimile Number: (980) 386-1670

Section 2.8 Headings. The Article and Section headings of this Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.9 Benefits of Second Supplemental Indenture, etc. Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 2.10 Concerning the Trustee. In entering into this Second Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere so provided in this Second Supplemental Indenture. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Parent, as applicable, and not of the Trustee.

Section 2.11 Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

Section 2.12 Governing Law. This Second Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.13 Notice to the Trustee. The Parent shall give the Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Second Supplemental Indenture to be duly executed as of the date first written above.

THE PARENT:

Bank of America Corporation

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE COMPANY:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID

Name: Francine Kincaid

Title: Vice President

[SIGNATURE PAGE – SECOND SUPPLEMENTAL INDENTURE TO
THE INDENTURE DATED AS OF DECEMBER 17, 1996]

BANK OF AMERICA CORPORATION

FOURTH SUPPLEMENTAL INDENTURE

Dated as of September 30, 2013

Supplementing the Junior Subordinated Indenture,
Dated as of December 14, 2006,
of
MERRILL LYNCH & CO., INC.
to
THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
as Trustee,
as Amended and Supplemented

FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of September 30, 2013 (this "Fourth Supplemental Indenture"), by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "Parent"), **MERRILL LYNCH & CO., INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as trustee under the Indenture referred to herein (the "Trustee").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of December 14, 2006 (as amended and supplemented, the "Indenture"), providing for the issuance of unsecured junior subordinated debt securities of the Company (the "Securities");

WHEREAS, there is outstanding under the Indenture one or more series of the Securities;

WHEREAS, the Parent owns directly all of the issued and outstanding capital stock of the Company;

WHEREAS, the Parent intends to merge the Company into the Parent pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the Parent continuing as the surviving corporation of, and assuming all obligations of the Company in, such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the Parent with the Secretary of State of the State of Delaware, or at such later date and time as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of the Company shall cease, and, from and after the Merger Effective Time, the Parent shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of the Company, all as provided under the DGCL;

WHEREAS, Section 8.1 of the Indenture provides, in part, that the Company shall not merge into any other corporation, unless (1) the successor corporation in the merger shall be a corporation organized and existing under the laws of the United States of America or any State or the District of Columbia and such successor corporation shall expressly assume, by supplemental indenture executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of all the Securities and the performance of every covenant of the Indenture on the part of the Company to be performed or observed; (2) immediately after giving effect to such merger, no Event of Default, and no event which, after notice or lapse of time, or both, would become an Event of Default, shall have happened and be continuing; and (3) such merger is permitted under the related Trust Agreement and related Merrill Lynch Guarantee and does not give rise to any breach or violation of the related Trust Agreement or related Merrill Lynch Guarantee;

WHEREAS, Section 9.1(1) of the Indenture provides that, without consent of any Holders of the Securities, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture supplemental to the Indenture, in form satisfactory to the Trustee, to evidence the succession of another corporation to the Company in accordance with the provisions of Article VIII of the Indenture, and the assumption by the successor corporation of the covenants of the Company under the Indenture and in the Securities contained;

WHEREAS, in connection with the Merger, the Company and the Parent desire to execute and deliver this Fourth Supplemental Indenture in compliance and accordance with Sections 8.1 and 9.1(1) of the Indenture, and by this Fourth Supplemental Indenture to amend and supplement the Indenture in certain respects to evidence the succession of the Parent to the Company and the express assumption by the Parent of the covenants of the Company in the Indenture and contained in the Securities at the Merger Effective Time;

WHEREAS, the Company and the Parent have requested that the Trustee join with them in the execution and delivery of this Fourth Supplemental Indenture, and, pursuant to the Indenture, the Trustee is authorized to execute and deliver this Fourth Supplemental Indenture; and

WHEREAS, the execution and delivery of this Fourth Supplemental Indenture have been duly authorized by all necessary corporate action on the part of each of the Company and the Parent, and all conditions precedent and acts and things necessary to make this Fourth Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the Company, the Parent and the Trustee hereby covenant and agree, for the equal and proportionate benefit of all Holders, as follows:

ARTICLE I ASSUMPTION AND SUCCESSION BY THE SUCCESSOR CORPORATION

Section 1.1. Assumption of Obligations. Pursuant to, and in compliance and accordance with, Section 8.1 of the Indenture, by this Fourth Supplemental Indenture, at the Merger Effective Time, the Parent expressly assumes the due and punctual payment of the principal of and premium, if any, and interest (including any Additional Interest) on all the Securities and the performance of every covenant of the Indenture on the part of the Company to be performed or observed.

Section 1.2. Substitution; Relief of Obligation. Pursuant to Section 8.2 of the Indenture, at the Merger Effective Time, the Parent shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if it had been named as the Company in the Indenture, and the Company shall be discharged from all obligations and covenants under the Indenture and the Securities.

Section 1.3. Representations of the Parent. The Parent represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and the surviving corporation in the Merger.

ARTICLE II MISCELLANEOUS

Section 2.1 Effectiveness of Fourth Supplemental Indenture. This Fourth Supplemental Indenture shall be effective upon the execution and delivery hereof; provided, however, that neither the Parent's express assumption pursuant to Section 1.1 hereof nor succession and substitution pursuant to Section 1.2 hereof shall be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time, Section 1.1 and Section 1.2 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this Supplemental Indenture shall be automatically null and void and of no force or effect, and the Indenture and Securities shall continue in full force and effect without any modification or amendment hereby.

Section 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Supplemental Indentures Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.4 Conflict with Trust Indenture Act. If any provision of this Fourth Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Fourth Supplemental Indenture, the provision of the TIA shall control. If any provision of this Fourth Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Fourth Supplemental Indenture, as the case may be.

Section 2.6 Severability. In case any provision in this Fourth Supplemental Indenture 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.

Section 2.7 Defined Terms. Capitalized terms used but not defined in this Fourth Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

Section 2.8 Addresses for Notice, etc., to the Parent. For purposes of Section 1.5 of the Indenture, the address of the Parent (until another address is furnished in writing to the Trustee by the Parent) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0065
Attention: Corporate Treasury—Global Funding Transaction Management
Facsimile Number: (704) 548-5999

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department
Facsimile Number: (980) 386-1670

Section 2.8 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.9 Benefits of Fourth Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim under this Fourth Supplemental Indenture.

Section 2.10 Concerning the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere so provided in this Fourth Supplemental Indenture. The Trustee makes no representations as to the validity or sufficiency of this Fourth Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Parent, as applicable, and not of the Trustee.

Section 2.11 Counterparts. This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

Section 2.12 Governing Law. This Fourth Supplemental Indenture and the rights and obligations of each of the Holders, the Company, and the Trustee shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without reference to its conflicts of law provisions (other than Section 5-1401 of the General Obligations Law).

Section 2.13 Notice to the Trustee. The Parent shall give the Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed as of the date first written above.

THE PARENT:

Bank of America Corporation

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE COMPANY:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

THE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID

Name: Francine Kincaid

Title: Vice President

[SIGNATURE PAGE – FOURTH SUPPLEMENTAL INDENTURE TO
THE INDENTURE DATED AS OF DECEMBER 14, 2006]

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP
OF
MERRILL LYNCH PREFERRED FUNDING III, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of Merrill Lynch Preferred Funding III, L.P. (the "Partnership"), as filed with the Secretary of State of the State of Delaware on December 19, 1997 (the "Certificate of Limited Partnership"), pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, does hereby certify as follows:

FIRST: The name of the limited partnership is:

Merrill Lynch Preferred Funding III, L.P.

SECOND: Article (d) of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

“(d) General Partner. The name and the business mailing address of the sole general partner of the Partnership is:

Bank of America Corporation, a Delaware corporation
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255-0001”

THIRD: This Amendment to the Certificate of Limited Partnership shall be effective at 9:30 a.m. Eastern Time on October 1, 2013.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Limited Partnership on this 30th day of September, 2013.

MERRILL LYNCH & CO., INC.,
as the withdrawing general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

BANK OF AMERICA CORPORATION,
as the designated new general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP
OF
MERRILL LYNCH PREFERRED FUNDING IV, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of Merrill Lynch Preferred Funding IV, L.P. (the "Partnership"), as filed with the Secretary of State of the State of Delaware on December 19, 1997 (the "Certificate of Limited Partnership"), pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, does hereby certify as follows:

FIRST: The name of the limited partnership is:

Merrill Lynch Preferred Funding IV, L.P.

SECOND: Article (d) of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

“(d) General Partner. The name and the business mailing address of the sole general partner of the Partnership is:

Bank of America Corporation, a Delaware corporation
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255-0001”

THIRD: This Amendment to the Certificate of Limited Partnership shall be effective at 9:30 a.m. Eastern Time on October 1, 2013.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Limited Partnership on this 30th day of September, 2013.

MERRILL LYNCH & CO., INC.,
as the withdrawing general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

BANK OF AMERICA CORPORATION,
as the designated new general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

**[SIGNATURE PAGE - AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
MERRILL LYNCH PREFERRED FUNDING IV, L.P.]**

**STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP
OF
MERRILL LYNCH PREFERRED FUNDING V, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of Merrill Lynch Preferred Funding V, L.P. (the "Partnership"), as filed with the Secretary of State of the State of Delaware on January 8, 1998 (the "Certificate of Limited Partnership"), pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, does hereby certify as follows:

FIRST: The name of the limited partnership is:

Merrill Lynch Preferred Funding V, L.P.

SECOND: Article (d) of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

“(d) General Partner. The name and the business mailing address of the sole general partner of the Partnership is:

Bank of America Corporation, a Delaware corporation
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255-0001”

THIRD: This Amendment to the Certificate of Limited Partnership shall be effective at 9:30 a.m. Eastern Time on October 1, 2013.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Limited Partnership on this 30th day of September, 2013.

MERRILL LYNCH & CO., INC.,
as the withdrawing general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

BANK OF AMERICA CORPORATION,
as the designated new general partner

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

BANK OF AMERICA CORPORATION

TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Capital Trust III

Dated as of September 30, 2013

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TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Trust Preferred Securities Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank, a national banking association), as trustee (the "Trust Preferred Guarantee Trustee"), for the benefit of the Holders (as defined herein) from time to time of the Trust Preferred Securities (as defined herein) of **MERRILL LYNCH PREFERRED CAPITAL TRUST III**, a Delaware statutory business trust (the "Issuer").

WHEREAS, the Issuer has issued 30,000,000 Trust Originated Preferred Securities, having an aggregate liquidation amount of \$750,000,000 designated the 7% Trust Originated Preferred Securities (the "Trust Preferred Securities") pursuant to an Amended and Restated Declaration of Trust (the "Declaration"), dated as of January 12, 1998, among the trustees of the Issuer named therein, Merrill Lynch & Co., Inc., as sponsor, and the holders from time to time of undivided beneficial interests in the assets of the Issuer;

WHEREAS, pursuant to the Trust Preferred Securities Guarantee Agreement, dated as of January 16, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Trust Preferred Guarantee Trustee, for the benefit of the holders from time to time of the Trust Preferred Securities (the "January 1998 Trust Preferred Securities Guarantee"), ML&Co. irrevocably and unconditionally agreed to pay to the Holders (as defined in the January 1998 Trust Preferred Securities Guarantee) of the Trust Preferred Securities the Guarantee Payments (as defined in the January 1998 Trust Preferred Securities Guarantee) and to make certain other payments on the terms and conditions set forth in the January 1998 Trust Preferred Securities Guarantee;

WHEREAS, ML&Co. also executed and delivered a guarantee agreement (the "January 1998 Trust Common Securities Guarantee"), with substantially identical terms to the January 1998 Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities (as defined herein), except that if ML&Co. is in default on any of its obligations under the January 1998 Trust Preferred Securities Guarantee, the Partnership Guarantee (as defined in the Declaration), or any Investment Guarantee (as defined in the Declaration), or any default has occurred and is continuing with respect to an Affiliate Investment Instrument (as defined in the Declaration), the rights of holders of the Trust Common Securities to receive Guarantee Payments (as defined in the January 1998 Trust Common Securities Guarantee) under the January 1998 Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the January 1998 Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under the January 1998 Trust Preferred Securities Guarantee;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights,

powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the January 1998 Trust Preferred Securities Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the January 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the January 1998 Trust Preferred Securities Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Trust Preferred Securities Guarantee in compliance and accordance with Section 9.3 of the January 1998 Trust Preferred Securities Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the January 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the January 1998 Trust Preferred Securities Guarantee to be performed by ML&Co.;

WHEREAS, the New Guarantor also is executing and delivering a guarantee agreement (the "Trust Common Securities Guarantee"), with substantially identical terms to this Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities, except that if the New Guarantor is in default on any of its obligations under the Trust Preferred Securities Guarantee, the Partnership Guarantee, or any Investment Guarantee, or any default has occurred and is continuing with respect to an Affiliate Investment Instrument, the rights of holders of the Trust Common Securities to receive Guarantee Payments under the Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under this Trust Preferred Securities Guarantee; and

WHEREAS, the execution of this Trust Preferred Securities Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Trust Preferred Securities Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Trust Preferred Securities Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretations

In this Trust Preferred Securities Guarantee, unless the context otherwise requires:

(a) capitalized terms used in this Trust Preferred Securities Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;

(b) capitalized terms used in this Trust Preferred Securities Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Declaration or the Partnership Agreement, as the case may be;

(c) unless otherwise indicated, a term defined anywhere in this Trust Preferred Securities Guarantee has the same meaning throughout;

(d) all references to “the Trust Preferred Securities Guarantee” or “this Trust Preferred Securities Guarantee” are to this Trust Preferred Securities Guarantee as modified, supplemented or amended from time to time;

(e) all references in this Trust Preferred Securities Guarantee to Articles and Sections are to Articles and Sections of this Trust Preferred Securities Guarantee, unless otherwise specified;

(f) a term defined in the Trust Indenture Act has the same meaning when used in this Trust Preferred Securities Guarantee, unless otherwise defined in this Trust Preferred Securities Guarantee or unless the context otherwise requires; and

(g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Affiliate Investment Instruments” means the debt securities of Investment Affiliates in which Partnership funds are invested.

“Corporate Trust Office” means the corporate trust office of the Trust Preferred Guarantee Trustee located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means any Holder or beneficial owner of Trust Preferred Securities.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Trust Preferred Securities Guarantee.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” means the following payments or distributions, without duplication, with respect to the Trust Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid Distributions (as defined in the Declaration) that are required to be paid on such Trust Preferred Securities, to the extent the Issuer has funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), to the extent the Issuer has funds legally available therefor at such time, with

respect to any Trust Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer (other than in connection with the distribution of Partnership Preferred Securities to the Holders in exchange for Trust Preferred Securities as provided in the Declaration or the redemption of all of the Trust Preferred Securities), the lesser of (a) the aggregate of the liquidation amount and all accumulated and unpaid Distributions on the Trust Preferred Securities to the date of payment, to the extent the Issuer has funds legally available therefor, and (b) the amount of assets of the Issuer, after satisfaction of all liabilities, remaining available for distribution to Holders in liquidation of the Issuer (in either case, the "Liquidation Distribution").

"Holder" shall mean any holder, as registered on the books and records of the Issuer of any Trust Preferred Securities; provided, however, that, in determining whether the holders of the requisite percentage of Trust Preferred Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not apply to Trust Preferred Securities beneficially owned by the New Guarantor or any Affiliate of the New Guarantor.

"Indemnified Person" means the Trust Preferred Guarantee Trustee, any Affiliate of the Trust Preferred Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Trust Preferred Guarantee Trustee.

"Investment Affiliate" means the New Guarantor or any corporation, partnership, limited liability company or other entity (other than the Partnership or the Issuer) that (i) is controlled by the New Guarantor and (ii) is not an investment company by reason of Section 3(a) or 3(b) of the Investment Company Act of 1940, as amended, or is otherwise an eligible recipient of funds directly or indirectly from the Issuer pursuant to an order issued by the Securities and Exchange Commission.

"Investment Guarantee" means any guarantee on a subordinated basis by the New Guarantor with respect to (1) the payment of interest, principal and other payment terms of Affiliate Investment Instruments that are debt securities of an Investment Affiliate and (2) the payment of dividends, distributions and other payment terms of Affiliate Investment Instruments that are preferred or preference stock of an Investment Affiliate when, as and if declared by such Investment Affiliate.

"Majority in liquidation amount of the Trust Preferred Securities" means, except as provided by the Trust Indenture Act, a vote by Holder(s) of Trust Preferred Securities, voting separately as a class, of more than 50% of the aggregate liquidation amount (including the amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined) of all Trust Preferred Securities.

"Officers' Certificate" means, with respect to any Person, a certificate signed by the Chairman of the Board, the President, a Vice President or the Treasurer, and by an Assistant Treasurer, the Secretary or an Assistant Secretary of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Trust Preferred Securities Guarantee shall include:

- (a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definition relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

“Partnership” means Merrill Lynch Preferred Funding III, L.P.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of January 16, 1998, among ML&Co., a Delaware corporation, as general partner, Merrill Lynch Group, Inc., a Delaware corporation, as initial limited partner and such other persons who become limited partners as provided therein.

“Partnership Guarantee” means the Partnership Guarantee Agreement dated as of the date hereof, by the New Guarantor in favor of the holders of the Partnership Preferred Securities, as amended or supplemented from time to time.

“Partnership Preferred Securities” means those securities representing limited partnership interests in the Partnership.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Responsible Officer” means, with respect to the Trust Preferred Guarantee Trustee, the chairman or vice-chairman of the board of directors, the chairman or vice-chairman of the executive committee of the board of directors, the president, any vice president (whether or not designated by a number or a word or words added before or after the title “vice president”), the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, or any other officer of the Trust Preferred Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor purchased by the Partnership (the “Company Debenture”), as the case may be.

“Successor Trust Preferred Guarantee Trustee” means a successor Trust Preferred Guarantee Trustee possessing the qualifications to act as Trust Preferred Guarantee Trustee under Section 4.1.

“Trust Common Securities” means the securities representing common undivided beneficial interests in the assets of the Issuer.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Securities” means the Trust Common Securities together with the Trust Preferred Securities.

**ARTICLE II
TRUST INDENTURE ACT**

SECTION 2.1 Trust Indenture Act; Application

(a) This Trust Preferred Securities Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Trust Preferred Securities Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Trust Preferred Securities Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The Trust Guarantee Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of Trust Preferred Securities. If the Trust Guarantee Trustee is not the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee semi-annually on or before June 15 and December 15 in each year, and at such other times as the Trust Guarantee Trustee may request in writing, a list, in such form and as of such date as the Trust Guarantee Trustee may require, containing all the information in the possession or control of the Registrar, the New Guarantor or any of its Paying Agents other than the Trust Guarantee Trustee as to the names and addresses of Holders of Trust Preferred Securities. If there are unregistered securities outstanding, even if the Trust Guarantee Trustee is the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee such a list containing such information with respect to Holders of such unregistered securities only.

(b) The Trust Preferred Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Trust Preferred Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Trust Preferred Guarantee Trustee shall provide to the Holders of the Trust Preferred Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Trust Preferred Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Trust Preferred Guarantee Trustee

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Trust Preferred Securities

Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default; Waiver

The Holders of a Majority in liquidation amount of Trust Preferred Securities may, by vote, on behalf of the Holders of all of the Trust Preferred Securities, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Trust Preferred Securities Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default; Notice

(a) The Trust Preferred Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Trust Preferred Securities, notices of all Events of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default in any Guarantee Payment, the Trust Preferred Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Trust Preferred Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Trust Preferred Securities.

(b) The Trust Preferred Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Trust Preferred Guarantee Trustee shall have received written notice, or a Responsible Officer of the Trust Preferred Guarantee Trustee charged with the administration of the Declaration shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Declaration shall be deemed to be specifically described in this Trust Preferred Securities Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

**ARTICLE III
POWERS, DUTIES AND RIGHTS OF TRUST PREFERRED GUARANTEE TRUSTEE**

SECTION 3.1 Powers and Duties of the Trust Preferred Guarantee Trustee

(a) This Trust Preferred Securities Guarantee shall be held by the Trust Preferred Guarantee Trustee for the benefit of the Holders of the Trust Preferred Securities, and the Trust Preferred Guarantee Trustee shall not transfer this Trust Preferred Securities Guarantee to any Person except a Holder of Trust Preferred Securities exercising his or her rights pursuant to Section 5.4(b) or to a Successor Trust Preferred Guarantee Trustee on acceptance by such Successor Trust Preferred Guarantee Trustee of its appointment to act as Successor Trust Preferred Guarantee Trustee. The right, title and interest of the Trust Preferred Guarantee Trustee shall automatically vest in any Successor Trust Preferred Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Trust Preferred Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee has occurred and is continuing, the Trust Preferred Guarantee Trustee shall enforce this Trust Preferred Securities Guarantee for the benefit of the Holders of the Trust Preferred Securities.

(c) The Trust Preferred Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall exercise such of the rights and powers vested in it by this Trust Preferred Securities Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Trust Preferred Securities Guarantee shall be construed to relieve the Trust Preferred Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Trust Preferred Guarantee Trustee shall be determined solely by the express provisions of this Trust Preferred Securities Guarantee, and the Trust Preferred Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants or obligations shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trust Preferred Guarantee Trustee and conforming to the requirements of this Trust Preferred Securities Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Preferred Securities Guarantee;

(ii) the Trust Preferred Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trust Preferred Guarantee Trustee, unless it shall be proved that the Trust Preferred Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Trust Preferred Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in liquidation amount of the Trust Preferred Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee, or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee; and

(iv) no provision of this Trust Preferred Securities Guarantee shall require the Trust Preferred Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trust Preferred Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not assured to it under the terms of this Trust Preferred Securities Guarantee or indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Trust Preferred Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Trust Preferred Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Trust Preferred Securities Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Trust Preferred Securities Guarantee, the Trust Preferred Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trust Preferred Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Trust Preferred Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Trust Preferred Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Trust Preferred Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Trust Preferred Securities Guarantee from any court of competent jurisdiction.

(vi) The Trust Preferred Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Preferred Securities Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Trust Preferred Guarantee Trustee such security and indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Trust Preferred Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Trust Preferred Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Trust Preferred Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Trust Preferred Securities Guarantee.

(vii) The Trust Preferred Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trust Preferred Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Trust Preferred Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Trust Preferred Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Trust Preferred Guarantee Trustee or its agents hereunder shall bind the Holders of the Trust Preferred Securities, and the signature of the Trust Preferred Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Trust Preferred Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Trust Preferred Securities Guarantee, both of which shall be conclusively evidenced by the Trust Preferred Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Trust Preferred Securities Guarantee the Trust Preferred Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Trust Preferred Guarantee Trustee (i) may request instructions from the Holders of a Majority in liquidation amount of the Trust Preferred Securities, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Trust Preferred Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Preferred Securities Guarantee.

(b) No provision of this Trust Preferred Securities Guarantee shall be deemed to impose any duty or obligation on the Trust Preferred Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Trust Preferred Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Trust Preferred Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Trust Preferred Securities Guarantee

The recitals contained in this Trust Preferred Securities Guarantee shall be taken as the statements of the New Guarantor, and the Trust Preferred Guarantee Trustee does not assume any responsibility for their correctness. The Trust Preferred Guarantee Trustee makes no representation as to the validity or sufficiency of this Trust Preferred Securities Guarantee.

ARTICLE IV
TRUST PREFERRED GUARANTEE TRUSTEE

SECTION 4.1 Trust Preferred Guarantee Trustee; Eligibility

(a) There shall at all times be a Trust Preferred Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Trust Preferred Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Trust Preferred Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Trust Preferred Guarantee Trustee has or shall acquire any “conflicting interest” within the meaning of Section 310(b) of the Trust Indenture Act, the Trust Preferred Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Trust Preferred Guarantee Trustee

(a) Subject to Section 4.2(b), the Trust Preferred Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during an Event of Default.

(b) The Trust Preferred Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor.

(c) The Trust Preferred Guarantee Trustee shall hold office until a Successor Trust Preferred Guarantee Trustee shall have been appointed or until its removal or resignation. The Trust Preferred Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Trust Preferred Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor and the resigning Trust Preferred Guarantee Trustee.

(d) If no Successor Trust Preferred Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 60 days after delivery of an instrument of

removal or resignation, the Trust Preferred Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Trust Preferred Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Trust Preferred Guarantee Trustee.

(e) No Trust Preferred Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Trust Preferred Guarantee Trustee.

(f) Upon termination of this Trust Preferred Securities Guarantee or removal or resignation of the Trust Preferred Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Trust Preferred Guarantee Trustee all amounts due to the Trust Preferred Guarantee Trustee accumulated to the date of such termination, removal or resignation.

ARTICLE V GUARANTEE

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Issuer), if, as and when due, regardless of any defense, right of set-off or counterclaim that the Issuer may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Trust Preferred Securities Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Trust Preferred Securities Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Trust Preferred Securities to be performed or observed by the Issuer;
- (b) the extension of time for the payment by the Issuer of all or any portion of the Distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Trust Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Trust Preferred Securities;
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Trust Preferred Securities, or any action on the part of the Issuer granting indulgence or extension of any kind;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Trust Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in liquidation amount of the Trust Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee in respect of this Trust Preferred Securities Guarantee or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee.

(b) If the Trust Preferred Guarantee Trustee fails to enforce its rights under the Trust Preferred Securities Guarantee after a Holder of Trust Preferred Securities has made a written request, such Holder of Trust Preferred Securities may institute a legal proceeding directly against the New Guarantor to enforce the Trust Preferred Guarantee Trustee's rights under this Trust Preferred Securities Guarantee, without first instituting a legal proceeding against the Issuer, the Trust Preferred Guarantee Trustee or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder of Trust Preferred Securities may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Trust Preferred Securities Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Issuer or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Trust Preferred Securities Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of Trust Preferred Securities against the Issuer in respect of any amounts paid to such Holders by the New Guarantor under this Trust Preferred Securities Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Trust Preferred Securities Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Trust Preferred Securities Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Trust Preferred Securities, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Trust Preferred Securities Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

**ARTICLE VI
LIMITATION OF TRANSACTIONS; SUBORDINATION**

SECTION 6.1 Limitation of Transactions

So long as any Trust Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Trust Preferred Securities have not been paid or declared and set apart for payment, (b) an Investment Event of Default by any Investment Affiliate in respect of any Affiliate Investment Instrument has occurred and is continuing, or (c) the New Guarantor is in default of its obligations under the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee, the Partnership Guarantee or any Investment Guarantee, then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 6.2 Ranking

(a) This Trust Preferred Securities Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Trust Preferred Securities that is silent as to seniority will rank *pari passu* with this Trust Preferred Securities Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Trust Preferred Securities Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Trust Preferred Securities Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against the holders of the Company Debenture, and the holders of the Trust Preferred

Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

ARTICLE VII TERMINATION

SECTION 7.1 Termination

This Trust Preferred Securities Guarantee shall terminate upon (i) full payment of the Redemption Price of all Trust Preferred Securities, (ii) upon the distribution of the Partnership Preferred Securities to the Holders of all of the Trust Preferred Securities or (iii) upon full payment of the amounts payable in accordance with the Declaration upon liquidation of the Issuer. Notwithstanding the foregoing, this Trust Preferred Securities Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of Trust Preferred Securities must restore payment of any sums paid under the Trust Preferred Securities or under this Trust Preferred Securities Guarantee.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Trust Preferred Securities Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Trust Preferred Securities Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Trust Preferred Securities might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Trust Preferred Securities Guarantee or the earlier resignation or removal of the Trust Preferred Guarantee Trustee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Trust Preferred Securities Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Trust Preferred Securities then outstanding.

SECTION 9.2 Amendments

Except with respect to any changes that do not materially adversely affect the rights of Holders (in which case no consent of Holders will be required), this Trust Preferred Securities Guarantee may only be amended with the prior approval of the Holders of at least a Majority in liquidation amount of the Trust Preferred Securities (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined). The provisions of Section 12.2 of the Declaration with respect to meetings of Holders of the Securities apply to the giving of such approval.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Trust Preferred Securities Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Trust Preferred Securities Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Trust Preferred Guarantee Trustee, at the Trust Preferred Guarantee Trustee's Corporate Trust Office.

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Trust Preferred Securities):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

(c) If given to any Holder of Trust Preferred Securities, at the address set forth on the books and records of the Issuer.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Trust Preferred Securities Guarantee is solely for the benefit of the Holders of the Trust Preferred Securities and, subject to Section 3.1(a), is not separately transferable from the Trust Preferred Securities.

SECTION 9.6 Governing Law

THIS TRUST PREFERRED SECURITIES GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Trust Preferred Securities Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to the Trust Preferred Guarantee Trustee

The New Guarantor shall give the Trust Preferred Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trust Preferred Securities Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Trust Preferred Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – TRUST PREFERRED SECURITIES
GUARANTEE AGREEMENT (MERRILL LYNCH PREFERRED CAPITAL TRUST III)]**

BANK OF AMERICA CORPORATION

TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Capital Trust IV

Dated as of September 30, 2013

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TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Trust Preferred Securities Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank, a national banking association), as trustee (the "Trust Preferred Guarantee Trustee"), for the benefit of the Holders (as defined herein) from time to time of the Trust Preferred Securities (as defined herein) of **MERRILL LYNCH PREFERRED CAPITAL TRUST IV**, a Delaware statutory business trust (the "Issuer").

WHEREAS, the Issuer has issued 16,000,000 Trust Originated Preferred Securities, having an aggregate liquidation amount of \$400,000,000 designated the 7.12% Trust Originated Preferred Securities (the "Trust Preferred Securities") pursuant to an Amended and Restated Declaration of Trust (the "Declaration"), dated as of June 16, 1998, among the trustees of the Issuer named therein, Merrill Lynch & Co., Inc., as sponsor, and the holders from time to time of undivided beneficial interests in the assets of the Issuer;

WHEREAS, pursuant to the Trust Preferred Securities Guarantee Agreement, dated as of June 19, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Trust Preferred Guarantee Trustee, for the benefit of the holders from time to time of the Trust Preferred Securities (the "June 1998 Trust Preferred Securities Guarantee"), ML&Co. irrevocably and unconditionally agreed to pay to the Holders (as defined in the June 1998 Trust Preferred Securities Guarantee) of the Trust Preferred Securities the Guarantee Payments (as defined in the June 1998 Trust Preferred Securities Guarantee) and to make certain other payments on the terms and conditions set forth in the June 1998 Trust Preferred Securities Guarantee;

WHEREAS, ML&Co. also executed and delivered a guarantee agreement (the "June 1998 Trust Common Securities Guarantee"), with substantially identical terms to the June 1998 Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities (as defined herein), except that if ML&Co. is in default on any of its obligations under the June 1998 Trust Preferred Securities Guarantee, the Partnership Guarantee (as defined in the Declaration), or any Investment Guarantee (as defined in the Declaration), or any default has occurred and is continuing with respect to an Affiliate Investment Instrument (as defined in the Declaration), the rights of holders of the Trust Common Securities to receive Guarantee Payments (as defined in the June 1998 Trust Common Securities Guarantee) under the June 1998 Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the June 1998 Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under the June 1998 Trust Preferred Securities Guarantee;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights,

powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the June 1998 Trust Preferred Securities Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the June 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the June 1998 Trust Preferred Securities Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Trust Preferred Securities Guarantee in compliance and accordance with Section 9.3 of the June 1998 Trust Preferred Securities Guarantee to evidence the express assumption by the New Guarantor, effective as the Merger Effective time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the June 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the June 1998 Trust Preferred Securities Guarantee to be performed by ML&Co.;

WHEREAS, the New Guarantor also is executing and delivering a guarantee agreement (the "Trust Common Securities Guarantee"), with substantially identical terms to this Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities, except that if the New Guarantor is in default on any of its obligations under the Trust Preferred Securities Guarantee, the Partnership Guarantee, or any Investment Guarantee, or any default has occurred and is continuing with respect to an Affiliate Investment Instrument, the rights of holders of the Trust Common Securities to receive Guarantee Payments under the Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under this Trust Preferred Securities Guarantee; and

WHEREAS, the execution of this Trust Preferred Securities Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Trust Preferred Securities Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Trust Preferred Securities Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretations

In this Trust Preferred Securities Guarantee, unless the context otherwise requires:

(a) capitalized terms used in this Trust Preferred Securities Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;

(b) capitalized terms used in this Trust Preferred Securities Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Declaration or the Partnership Agreement, as the case may be;

(c) unless otherwise indicated, a term defined anywhere in this Trust Preferred Securities Guarantee has the same meaning throughout;

(d) all references to “the Trust Preferred Securities Guarantee” or “this Trust Preferred Securities Guarantee” are to this Trust Preferred Securities Guarantee as modified, supplemented or amended from time to time;

(e) all references in this Trust Preferred Securities Guarantee to Articles and Sections are to Articles and Sections of this Trust Preferred Securities Guarantee, unless otherwise specified;

(f) a term defined in the Trust Indenture Act has the same meaning when used in this Trust Preferred Securities Guarantee, unless otherwise defined in this Trust Preferred Securities Guarantee or unless the context otherwise requires; and

(g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Affiliate Investment Instruments” means the debt securities of Investment Affiliates in which Partnership funds are invested.

“Corporate Trust Office” means the corporate trust office of the Trust Preferred Guarantee Trustee located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means any Holder or beneficial owner of Trust Preferred Securities.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Trust Preferred Securities Guarantee.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” means the following payments or distributions, without duplication, with respect to the Trust Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid Distributions (as defined in the Declaration) that are required to be paid on such Trust Preferred Securities, to the extent the Issuer has funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), to the extent the Issuer has funds legally available therefor at such time, with

respect to any Trust Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer (other than in connection with the distribution of Partnership Preferred Securities to the Holders in exchange for Trust Preferred Securities as provided in the Declaration or the redemption of all of the Trust Preferred Securities), the lesser of (a) the aggregate of the liquidation amount and all accumulated and unpaid Distributions on the Trust Preferred Securities to the date of payment, to the extent the Issuer has funds legally available therefor, and (b) the amount of assets of the Issuer, after satisfaction of all liabilities, remaining available for distribution to Holders in liquidation of the Issuer (in either case, the "Liquidation Distribution").

"Holder" shall mean any holder, as registered on the books and records of the Issuer of any Trust Preferred Securities; provided, however, that, in determining whether the holders of the requisite percentage of Trust Preferred Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not apply to Trust Preferred Securities beneficially owned by the New Guarantor or any Affiliate of the New Guarantor.

"Indemnified Person" means the Trust Preferred Guarantee Trustee, any Affiliate of the Trust Preferred Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Trust Preferred Guarantee Trustee.

"Investment Affiliate" means the New Guarantor or any corporation, partnership, limited liability company or other entity (other than the Partnership or the Issuer) that (i) is controlled by the New Guarantor and (ii) is not an investment company by reason of Section 3(a) or 3(b) of the Investment Company Act of 1940, as amended, or is otherwise an eligible recipient of funds directly or indirectly from the Issuer pursuant to an order issued by the Securities and Exchange Commission.

"Investment Guarantee" means any guarantee on a subordinated basis by the New Guarantor with respect to (1) the payment of interest, principal and other payment terms of Affiliate Investment Instruments that are debt securities of an Investment Affiliate and (2) the payment of dividends, distributions and other payment terms of Affiliate Investment Instruments that are preferred or preference stock of an Investment Affiliate when, as and if declared by such Investment Affiliate.

"Majority in liquidation amount of the Trust Preferred Securities" means, except as provided by the Trust Indenture Act, a vote by Holder(s) of Trust Preferred Securities, voting separately as a class, of more than 50% of the aggregate liquidation amount (including the amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined) of all Trust Preferred Securities.

"Officers' Certificate" means, with respect to any Person, a certificate signed by the Chairman of the Board, the President, a Vice President or the Treasurer, and by an Assistant Treasurer, the Secretary or an Assistant Secretary of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Trust Preferred Securities Guarantee shall include:

- (a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definition relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

“Partnership” means Merrill Lynch Preferred Funding IV, L.P.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 19, 1998, among ML&Co., a Delaware corporation, as general partner, Merrill Lynch Group, Inc., a Delaware corporation, as initial limited partner and such other persons who become limited partners as provided therein.

“Partnership Guarantee” means the Partnership Guarantee Agreement dated as of the date hereof, by the New Guarantor in favor of the holders of the Partnership Preferred Securities, as amended or supplemented from time to time.

“Partnership Preferred Securities” means those securities representing limited partnership interests in the Partnership.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Responsible Officer” means, with respect to the Trust Preferred Guarantee Trustee, the chairman or vice-chairman of the board of directors, the chairman or vice-chairman of the executive committee of the board of directors, the president, any vice president (whether or not designated by a number or a word or words added before or after the title “vice president”), the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, or any other officer of the Trust Preferred Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor purchased by the Partnership (the “Company Debenture”), as the case may be.

“Successor Trust Preferred Guarantee Trustee” means a successor Trust Preferred Guarantee Trustee possessing the qualifications to act as Trust Preferred Guarantee Trustee under Section 4.1.

“Trust Common Securities” means the securities representing common undivided beneficial interests in the assets of the Issuer.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Securities” means the Trust Common Securities together with the Trust Preferred Securities.

ARTICLE II
TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act; Application

(a) This Trust Preferred Securities Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Trust Preferred Securities Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Trust Preferred Securities Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The Trust Guarantee Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of Trust Preferred Securities. If the Trust Guarantee Trustee is not the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee semi-annually on or before June 15 and December 15 in each year, and at such other times as the Trust Guarantee Trustee may request in writing, a list, in such form and as of such date as the Trust Guarantee Trustee may require, containing all the information in the possession or control of the Registrar, the New Guarantor or any of its Paying Agents other than the Trust Guarantee Trustee as to the names and addresses of Holders of Trust Preferred Securities. If there are unregistered securities outstanding, even if the Trust Guarantee Trustee is the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee such a list containing such information with respect to Holders of such unregistered securities only.

(b) The Trust Preferred Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Trust Preferred Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Trust Preferred Guarantee Trustee shall provide to the Holders of the Trust Preferred Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Trust Preferred Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Trust Preferred Guarantee Trustee

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Trust Preferred Securities Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default: Waiver

The Holders of a Majority in liquidation amount of Trust Preferred Securities may, by vote, on behalf of the Holders of all of the Trust Preferred Securities, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Trust Preferred Securities Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default: Notice

(a) The Trust Preferred Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Trust Preferred Securities, notices of all Events of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default in any Guarantee Payment, the Trust Preferred Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Trust Preferred Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Trust Preferred Securities.

(b) The Trust Preferred Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Trust Preferred Guarantee Trustee shall have received written notice, or a Responsible Officer of the Trust Preferred Guarantee Trustee charged with the administration of the Declaration shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Declaration shall be deemed to be specifically described in this Trust Preferred Securities Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

**ARTICLE III
POWERS, DUTIES AND RIGHTS OF TRUST PREFERRED GUARANTEE TRUSTEE**

SECTION 3.1 Powers and Duties of the Trust Preferred Guarantee Trustee

(a) This Trust Preferred Securities Guarantee shall be held by the Trust Preferred Guarantee Trustee for the benefit of the Holders of the Trust Preferred Securities, and the Trust Preferred Guarantee Trustee shall not transfer this Trust Preferred Securities Guarantee to any Person except a Holder of Trust Preferred Securities exercising his or her rights pursuant to Section 5.4(b) or to a Successor Trust Preferred Guarantee Trustee on acceptance by such Successor Trust Preferred Guarantee Trustee of its appointment to act as Successor Trust Preferred Guarantee Trustee. The right, title and interest of the Trust Preferred Guarantee Trustee shall automatically vest in any Successor Trust Preferred Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Trust Preferred Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee has occurred and is continuing, the Trust Preferred Guarantee Trustee shall enforce this Trust Preferred Securities Guarantee for the benefit of the Holders of the Trust Preferred Securities.

(c) The Trust Preferred Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall exercise such of the rights and powers vested in it by this Trust Preferred Securities Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Trust Preferred Securities Guarantee shall be construed to relieve the Trust Preferred Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Trust Preferred Guarantee Trustee shall be determined solely by the express provisions of this Trust Preferred Securities Guarantee, and the Trust Preferred Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants or obligations shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trust Preferred Guarantee Trustee and conforming to the requirements of this Trust Preferred Securities Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Preferred Securities Guarantee;

(ii) the Trust Preferred Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trust Preferred Guarantee Trustee, unless it shall be proved that the Trust Preferred Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Trust Preferred Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in liquidation amount of the Trust Preferred Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee, or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee; and

(iv) no provision of this Trust Preferred Securities Guarantee shall require the Trust Preferred Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trust Preferred Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not assured to it under the terms of this Trust Preferred

Securities Guarantee or indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Trust Preferred Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Trust Preferred Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Trust Preferred Securities Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Trust Preferred Securities Guarantee, the Trust Preferred Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trust Preferred Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Trust Preferred Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Trust Preferred Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Trust Preferred Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Trust Preferred Securities Guarantee from any court of competent jurisdiction.

(vi) The Trust Preferred Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Preferred Securities Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Trust Preferred Guarantee Trustee such security and indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Trust Preferred Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Trust Preferred Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Trust Preferred Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Trust Preferred Securities Guarantee.

(vii) The Trust Preferred Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trust Preferred Guarantee Trustee, in its

discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Trust Preferred Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Trust Preferred Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Trust Preferred Guarantee Trustee or its agents hereunder shall bind the Holders of the Trust Preferred Securities, and the signature of the Trust Preferred Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Trust Preferred Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Trust Preferred Securities Guarantee, both of which shall be conclusively evidenced by the Trust Preferred Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Trust Preferred Securities Guarantee the Trust Preferred Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Trust Preferred Guarantee Trustee (i) may request instructions from the Holders of a Majority in liquidation amount of the Trust Preferred Securities, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Trust Preferred Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Preferred Securities Guarantee.

(b) No provision of this Trust Preferred Securities Guarantee shall be deemed to impose any duty or obligation on the Trust Preferred Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Trust Preferred Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Trust Preferred Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Trust Preferred Securities Guarantee

The recitals contained in this Trust Preferred Securities Guarantee shall be taken as the statements of the New Guarantor, and the Trust Preferred Guarantee Trustee does not assume any responsibility for their correctness. The Trust Preferred Guarantee Trustee makes no representation as to the validity or sufficiency of this Trust Preferred Securities Guarantee.

**ARTICLE IV
TRUST PREFERRED GUARANTEE TRUSTEE**

SECTION 4.1 Trust Preferred Guarantee Trustee: Eligibility

(a) There shall at all times be a Trust Preferred Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Trust Preferred Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Trust Preferred Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Trust Preferred Guarantee Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Trust Preferred Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Trust Preferred Guarantee Trustee

(a) Subject to Section 4.2(b), the Trust Preferred Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during an Event of Default.

(b) The Trust Preferred Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor.

(c) The Trust Preferred Guarantee Trustee shall hold office until a Successor Trust Preferred Guarantee Trustee shall have been appointed or until its removal or resignation. The Trust Preferred Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Trust Preferred Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor and the resigning Trust Preferred Guarantee Trustee.

(d) If no Successor Trust Preferred Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 60 days after delivery of an instrument of removal or resignation, the Trust Preferred Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Trust Preferred Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Trust Preferred Guarantee Trustee.

(e) No Trust Preferred Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Trust Preferred Guarantee Trustee.

(f) Upon termination of this Trust Preferred Securities Guarantee or removal or resignation of the Trust Preferred Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Trust Preferred Guarantee Trustee all amounts due to the Trust Preferred Guarantee Trustee accumulated to the date of such termination, removal or resignation.

ARTICLE V GUARANTEE

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Issuer), if, as and when due, regardless of any defense, right of set-off or counterclaim that the Issuer may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Trust Preferred Securities Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Trust Preferred Securities Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Trust Preferred Securities to be performed or observed by the Issuer;
- (b) the extension of time for the payment by the Issuer of all or any portion of the Distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Trust Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Trust Preferred Securities;
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Trust Preferred Securities, or any action on the part of the Issuer granting indulgence or extension of any kind;
- (d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;
- (e) any invalidity of, or defect or deficiency in, the Trust Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in liquidation amount of the Trust Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee in respect of this Trust Preferred Securities Guarantee or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee.

(b) If the Trust Preferred Guarantee Trustee fails to enforce its rights under the Trust Preferred Securities Guarantee after a Holder of Trust Preferred Securities has made a written request, such Holder of Trust Preferred Securities may institute a legal proceeding directly against the New Guarantor to enforce the Trust Preferred Guarantee Trustee's rights under this Trust Preferred Securities Guarantee, without first instituting a legal proceeding against the Issuer, the Trust Preferred Guarantee Trustee or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder of Trust Preferred Securities may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Trust Preferred Securities Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Issuer or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Trust Preferred Securities Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of Trust Preferred Securities against the Issuer in respect of any amounts paid to such Holders by the New Guarantor under this Trust Preferred Securities Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Trust Preferred Securities Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Trust Preferred Securities Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Trust Preferred Securities, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Trust Preferred Securities Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

ARTICLE VI
LIMITATION OF TRANSACTIONS; SUBORDINATION

SECTION 6.1 Limitation of Transactions

So long as any Trust Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Trust Preferred Securities have not been paid or declared and set apart for payment, (b) an Investment Event of Default by any Investment Affiliate in respect of any Affiliate Investment Instrument has occurred and is continuing, or (c) the New Guarantor is in default of its obligations under the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee, the Partnership Guarantee or any Investment Guarantee, then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 6.2 Ranking

(a) This Trust Preferred Securities Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Trust Preferred Securities that is silent as to seniority will rank *pari passu* with this Trust Preferred Securities Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Trust Preferred Securities Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Trust Preferred Securities Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against the holders of the Company Debenture, and the holders of the Trust Preferred Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

**ARTICLE VII
TERMINATION**

SECTION 7.1 Termination

This Trust Preferred Securities Guarantee shall terminate upon (i) full payment of the Redemption Price of all Trust Preferred Securities, (ii) upon the distribution of the Partnership Preferred Securities to the Holders of all of the Trust Preferred Securities or (iii) upon full payment of the amounts payable in accordance with the Declaration upon liquidation of the Issuer. Notwithstanding the foregoing, this Trust Preferred Securities Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of Trust Preferred Securities must restore payment of any sums paid under the Trust Preferred Securities or under this Trust Preferred Securities Guarantee.

**ARTICLE VIII
INDEMNIFICATION**

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Trust Preferred Securities Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Trust Preferred Securities Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Trust Preferred Securities might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Trust Preferred Securities Guarantee or the earlier resignation or removal of the Trust Preferred Guarantee Trustee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Trust Preferred Securities Guarantee shall bind

the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Trust Preferred Securities then outstanding.

SECTION 9.2 Amendments

Except with respect to any changes that do not materially adversely affect the rights of Holders (in which case no consent of Holders will be required), this Trust Preferred Securities Guarantee may only be amended with the prior approval of the Holders of at least a Majority in liquidation amount of the Trust Preferred Securities (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined). The provisions of Section 12.2 of the Declaration with respect to meetings of Holders of the Securities apply to the giving of such approval.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Trust Preferred Securities Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Trust Preferred Securities Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Trust Preferred Guarantee Trustee, at the Trust Preferred Guarantee Trustee's Corporate Trust Office.

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Trust Preferred Securities):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

(c) If given to any Holder of Trust Preferred Securities, at the address set forth on the books and records of the Issuer.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Trust Preferred Securities Guarantee is solely for the benefit of the Holders of the Trust Preferred Securities and, subject to Section 3.1(a), is not separately transferable from the Trust Preferred Securities.

SECTION 9.6 Governing Law

THIS TRUST PREFERRED SECURITIES GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Trust Preferred Securities Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to the Trust Preferred Guarantee Trustee

The New Guarantor shall give the Investment Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trust Preferred Securities Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Trust Preferred Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – TRUST PREFERRED SECURITIES
GUARANTEE AGREEMENT (MERRILL LYNCH PREFERRED CAPITAL TRUST IV)]**

BANK OF AMERICA CORPORATION

TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Capital Trust V

Dated as of September 30, 2013

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TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS TRUST PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Trust Preferred Securities Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank, a national banking association), as trustee (the "Trust Preferred Guarantee Trustee"), for the benefit of the Holders (as defined herein) from time to time of the Trust Preferred Securities (as defined herein) of **MERRILL LYNCH PREFERRED CAPITAL TRUST V**, a Delaware statutory business trust (the "Issuer").

WHEREAS, the Issuer has issued 34,000,000 Trust Originated Preferred Securities, having an aggregate liquidation amount of \$850,000,000 designated the 7.28% Trust Originated Preferred Securities (the "Trust Preferred Securities") pursuant to an Amended and Restated Declaration of Trust (the "Declaration"), dated as of October 29, 1998, among the trustees of the Issuer named therein, Merrill Lynch & Co., Inc., as sponsor, and the holders from time to time of undivided beneficial interests in the assets of the Issuer;

WHEREAS, pursuant to the Trust Preferred Securities Guarantee Agreement, dated as of November 3, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Trust Preferred Guarantee Trustee, for the benefit of the holders from time to time of the Trust Preferred Securities (the "November 1998 Trust Preferred Securities Guarantee"), ML&Co. irrevocably and unconditionally agreed to pay to the Holders (as defined in the November 1998 Trust Preferred Securities Guarantee) of the Trust Preferred Securities the Guarantee Payments (as defined in the November 1998 Trust Preferred Securities Guarantee) and to make certain other payments on the terms and conditions set forth in the November 1998 Trust Preferred Securities Guarantee;

WHEREAS, ML&Co. also executed and delivered a guarantee agreement (the "November 1998 Trust Common Securities Guarantee"), with substantially identical terms to the November 1998 Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities (as defined herein), except that if ML&Co. is in default on any of its obligations under the November 1998 Trust Preferred Securities Guarantee, the Partnership Guarantee (as defined in the Declaration), or any Investment Guarantee (as defined in the Declaration), or any default has occurred and is continuing with respect to an Affiliate Investment Instrument (as defined in the Declaration), the rights of holders of the Trust Common Securities to receive Guarantee Payments (as defined in the November 1998 Trust Common Securities Guarantee) under the November 1998 Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the November 1998 Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under the November 1998 Trust Preferred Securities Guarantee;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights,

powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the November 1998 Trust Preferred Securities Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the November 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the November 1998 Trust Preferred Securities Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Trust Preferred Securities Guarantee in compliance and accordance with Section 9.3 of the November 1998 Trust Preferred Securities Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the November 1998 Trust Preferred Securities Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the November 1998 Trust Preferred Securities Guarantee to be performed by ML&Co.;

WHEREAS, the New Guarantor also is executing and delivering a guarantee agreement (the "Trust Common Securities Guarantee"), with substantially identical terms to this Trust Preferred Securities Guarantee for the benefit of the holders of the Trust Common Securities, except that if the New Guarantor is in default on any of its obligations under the Trust Preferred Securities Guarantee, the Partnership Guarantee, or any Investment Guarantee, or any default has occurred and is continuing with respect to an Affiliate Investment Instrument, the rights of holders of the Trust Common Securities to receive Guarantee Payments under the Trust Common Securities Guarantee are subordinated, to the extent and in the manner set forth in the Trust Common Securities Guarantee, to the rights of Holders of Trust Preferred Securities to receive Guarantee Payments under this Trust Preferred Securities Guarantee; and

WHEREAS, the execution of this Trust Preferred Securities Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Trust Preferred Securities Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Trust Preferred Securities Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretations

In this Trust Preferred Securities Guarantee, unless the context otherwise requires:

(a) capitalized terms used in this Trust Preferred Securities Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;

(b) capitalized terms used in this Trust Preferred Securities Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Declaration or the Partnership Agreement, as the case may be;

(c) unless otherwise indicated, a term defined anywhere in this Trust Preferred Securities Guarantee has the same meaning throughout;

(d) all references to “the Trust Preferred Securities Guarantee” or “this Trust Preferred Securities Guarantee” are to this Trust Preferred Securities Guarantee as modified, supplemented or amended from time to time;

(e) all references in this Trust Preferred Securities Guarantee to Articles and Sections are to Articles and Sections of this Trust Preferred Securities Guarantee, unless otherwise specified;

(f) a term defined in the Trust Indenture Act has the same meaning when used in this Trust Preferred Securities Guarantee, unless otherwise defined in this Trust Preferred Securities Guarantee or unless the context otherwise requires; and

(g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Affiliate Investment Instruments” means the debt securities of Investment Affiliates in which Partnership funds are invested.

“Corporate Trust Office” means the corporate trust office of the Trust Preferred Guarantee Trustee is located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means any Holder or beneficial owner of Trust Preferred Securities.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Trust Preferred Securities Guarantee.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” means the following payments or distributions, without duplication, with respect to the Trust Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid Distributions (as defined in the Declaration) that are required to be paid on such Trust Preferred Securities, to the extent the Issuer has funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), to the extent the Issuer has funds legally available therefor at such time, with

respect to any Trust Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer (other than in connection with the distribution of Partnership Preferred Securities to the Holders in exchange for Trust Preferred Securities as provided in the Declaration or the redemption of all of the Trust Preferred Securities), the lesser of (a) the aggregate of the liquidation amount and all accumulated and unpaid Distributions on the Trust Preferred Securities to the date of payment, to the extent the Issuer has funds legally available therefor, and (b) the amount of assets of the Issuer, after satisfaction of all liabilities, remaining available for distribution to Holders in liquidation of the Issuer (in either case, the "Liquidation Distribution").

"Holder" shall mean any holder, as registered on the books and records of the Issuer of any Trust Preferred Securities; provided, however, that, in determining whether the holders of the requisite percentage of Trust Preferred Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not apply to Trust Preferred Securities beneficially owned by the New Guarantor or any Affiliate of the New Guarantor.

"Indemnified Person" means the Trust Preferred Guarantee Trustee, any Affiliate of the Trust Preferred Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Trust Preferred Guarantee Trustee.

"Investment Affiliate" means the New Guarantor or any corporation, partnership, limited liability company or other entity (other than the Partnership or the Issuer) that (i) is controlled by the New Guarantor and (ii) is not an investment company by reason of Section 3(a) or 3(b) of the Investment Company Act of 1940, as amended, or is otherwise an eligible recipient of funds directly or indirectly from the Issuer pursuant to an order issued by the Securities and Exchange Commission.

"Investment Guarantee" means any guarantee on a subordinated basis by the New Guarantor with respect to (1) the payment of interest, principal and other payment terms of Affiliate Investment Instruments that are debt securities of an Investment Affiliate and (2) the payment of dividends, distributions and other payment terms of Affiliate Investment Instruments that are preferred or preference stock of an Investment Affiliate when, as and if declared by such Investment Affiliate.

"Majority in liquidation amount of the Trust Preferred Securities" means, except as provided by the Trust Indenture Act, a vote by Holder(s) of Trust Preferred Securities, voting separately as a class, of more than 50% of the aggregate liquidation amount (including the amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined) of all Trust Preferred Securities.

"Officers' Certificate" means, with respect to any Person, a certificate signed by the Chairman of the Board, the President, a Vice President or the Treasurer, and by an Assistant Treasurer, the Secretary or an Assistant Secretary of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Trust Preferred Securities Guarantee shall include:

- (a) a statement that each officer signing the Officers' Certificate has read the covenant or condition and the definition relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

“Partnership” means Merrill Lynch Preferred Funding V, L.P.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of November 3, 1998, among ML&Co., a Delaware corporation, as general partner, Merrill Lynch Group, Inc., a Delaware corporation, as initial limited partner and such other persons who become limited partners as provided therein.

“Partnership Guarantee” means the Partnership Guarantee Agreement dated as of the date hereof, by the New Guarantor in favor of the holders of the Partnership Preferred Securities, as amended or supplemented from time to time.

“Partnership Preferred Securities” means those securities representing limited partnership interests in the Partnership.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Responsible Officer” means, with respect to the Trust Preferred Guarantee Trustee, the chairman or vice-chairman of the board of directors, the chairman or vice-chairman of the executive committee of the board of directors, the president, any vice president (whether or not designated by a number or a word or words added before or after the title “vice president”), the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, or any other officer of the Trust Preferred Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor purchased by the Partnership (the “Company Debenture”), as the case may be.

“Successor Trust Preferred Guarantee Trustee” means a successor Trust Preferred Guarantee Trustee possessing the qualifications to act as Trust Preferred Guarantee Trustee under Section 4.1.

“Trust Common Securities” means the securities representing common undivided beneficial interests in the assets of the Issuer.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Securities” means the Trust Common Securities together with the Trust Preferred Securities.

ARTICLE II
TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act; Application

(a) This Trust Preferred Securities Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Trust Preferred Securities Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Trust Preferred Securities Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The Trust Guarantee Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of Trust Preferred Securities. If the Trust Guarantee Trustee is not the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee semi-annually on or before June 15 and December 15 in each year, and at such other times as the Trust Guarantee Trustee may request in writing, a list, in such form and as of such date as the Trust Guarantee Trustee may require, containing all the information in the possession or control of the Registrar, the New Guarantor or any of its Paying Agents other than the Trust Guarantee Trustee as to the names and addresses of Holders of Trust Preferred Securities. If there are unregistered securities outstanding, even if the Trust Guarantee Trustee is the Registrar, the New Guarantor shall furnish to the Trust Guarantee Trustee such a list containing such information with respect to Holders of such unregistered securities only.

(b) The Trust Preferred Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Trust Preferred Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Trust Preferred Guarantee Trustee shall provide to the Holders of the Trust Preferred Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Trust Preferred Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Trust Preferred Guarantee Trustee

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Trust Preferred Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Trust Preferred Securities Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any

certificate or opinion required to be given by an officer pursuant to Section 314(e)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default: Waiver

The Holders of a Majority in liquidation amount of Trust Preferred Securities may, by vote, on behalf of the Holders of all of the Trust Preferred Securities, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Trust Preferred Securities Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default: Notice

(a) The Trust Preferred Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Trust Preferred Securities, notices of all Events of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default in any Guarantee Payment, the Trust Preferred Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Trust Preferred Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Trust Preferred Securities.

(b) The Trust Preferred Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Trust Preferred Guarantee Trustee shall have received written notice, or a Responsible Officer of the Trust Preferred Guarantee Trustee charged with the administration of the Declaration shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Declaration shall be deemed to be specifically described in this Trust Preferred Securities Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

**ARTICLE III
POWERS, DUTIES AND RIGHTS OF TRUST PREFERRED GUARANTEE TRUSTEE**

SECTION 3.1 Powers and Duties of the Trust Preferred Guarantee Trustee

(a) This Trust Preferred Securities Guarantee shall be held by the Trust Preferred Guarantee Trustee for the benefit of the Holders of the Trust Preferred Securities, and the Trust Preferred Guarantee Trustee shall not transfer this Trust Preferred Securities Guarantee to any Person except a Holder of Trust Preferred Securities exercising his or her rights pursuant to Section 5.4(b) or to a Successor Trust Preferred Guarantee Trustee on acceptance by such Successor Trust Preferred Guarantee Trustee of its appointment to act as Successor Trust Preferred Guarantee Trustee. The right, title and interest of the Trust Preferred Guarantee Trustee shall automatically vest in any Successor Trust Preferred Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Trust Preferred Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee has occurred and is continuing, the Trust Preferred Guarantee Trustee shall enforce this Trust Preferred Securities Guarantee for the benefit of the Holders of the Trust Preferred Securities.

(c) The Trust Preferred Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall exercise such of the rights and powers vested in it by this Trust Preferred Securities Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Trust Preferred Securities Guarantee shall be construed to relieve the Trust Preferred Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Trust Preferred Guarantee Trustee shall be determined solely by the express provisions of this Trust Preferred Securities Guarantee, and the Trust Preferred Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Preferred Securities Guarantee, and no implied covenants or obligations shall be read into this Trust Preferred Securities Guarantee against the Trust Preferred Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trust Preferred Guarantee Trustee and conforming to the requirements of this Trust Preferred Securities Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trust Preferred Guarantee Trustee, the Trust Preferred Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Preferred Securities Guarantee;

(ii) the Trust Preferred Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trust Preferred Guarantee Trustee, unless it shall be proved that the Trust Preferred Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Trust Preferred Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in liquidation amount of the Trust Preferred Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee, or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee; and

(iv) no provision of this Trust Preferred Securities Guarantee shall require the Trust Preferred Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trust Preferred Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not assured to it under the terms of this Trust Preferred Securities Guarantee or indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Trust Preferred Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Trust Preferred Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Trust Preferred Securities Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Trust Preferred Securities Guarantee, the Trust Preferred Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trust Preferred Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Trust Preferred Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Trust Preferred Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Trust Preferred Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Trust Preferred Securities Guarantee from any court of competent jurisdiction.

(vi) The Trust Preferred Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Preferred Securities Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Trust Preferred Guarantee Trustee such security and indemnity, reasonably satisfactory to the Trust Preferred Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Trust Preferred Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Trust Preferred Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Trust Preferred Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Trust Preferred Securities Guarantee.

(vii) The Trust Preferred Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trust Preferred Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Trust Preferred Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Trust Preferred Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Trust Preferred Guarantee Trustee or its agents hereunder shall bind the Holders of the Trust Preferred Securities, and the signature of the Trust Preferred Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Trust Preferred Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Trust Preferred Securities Guarantee, both of which shall be conclusively evidenced by the Trust Preferred Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Trust Preferred Securities Guarantee the Trust Preferred Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Trust Preferred Guarantee Trustee (i) may request instructions from the Holders of a Majority in liquidation amount of the Trust Preferred Securities, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Trust Preferred Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Preferred Securities Guarantee.

(b) No provision of this Trust Preferred Securities Guarantee shall be deemed to impose any duty or obligation on the Trust Preferred Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Trust Preferred Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Trust Preferred Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Trust Preferred Securities Guarantee

The recitals contained in this Trust Preferred Securities Guarantee shall be taken as the statements of the New Guarantor, and the Trust Preferred Guarantee Trustee does not assume any responsibility for their correctness. The Trust Preferred Guarantee Trustee makes no representation as to the validity or sufficiency of this Trust Preferred Securities Guarantee.

ARTICLE IV
TRUST PREFERRED GUARANTEE TRUSTEE

SECTION 4.1 Trust Preferred Guarantee Trustee; Eligibility

(a) There shall at all times be a Trust Preferred Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Trust Preferred Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Trust Preferred Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Trust Preferred Guarantee Trustee has or shall acquire any “conflicting interest” within the meaning of Section 310(b) of the Trust Indenture Act, the Trust Preferred Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Trust Preferred Guarantee Trustee

(a) Subject to Section 4.2(b), the Trust Preferred Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during an Event of Default.

(b) The Trust Preferred Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor.

(c) The Trust Preferred Guarantee Trustee shall hold office until a Successor Trust Preferred Guarantee Trustee shall have been appointed or until its removal or resignation. The Trust Preferred Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Trust Preferred Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Trust Preferred Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Trust Preferred Guarantee Trustee and delivered to the New Guarantor and the resigning Trust Preferred Guarantee Trustee.

(d) If no Successor Trust Preferred Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 60 days after delivery of an instrument of

removal or resignation, the Trust Preferred Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Trust Preferred Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Trust Preferred Guarantee Trustee.

(e) No Trust Preferred Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Trust Preferred Guarantee Trustee.

(f) Upon termination of this Trust Preferred Securities Guarantee or removal or resignation of the Trust Preferred Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Trust Preferred Guarantee Trustee all amounts due to the Trust Preferred Guarantee Trustee accumulated to the date of such termination, removal or resignation.

ARTICLE V GUARANTEE

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Issuer), if, as and when due, regardless of any defense, right of set-off or counterclaim that the Issuer may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Trust Preferred Securities Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Trust Preferred Securities Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Trust Preferred Securities to be performed or observed by the Issuer;
- (b) the extension of time for the payment by the Issuer of all or any portion of the Distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Trust Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Trust Preferred Securities;
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Trust Preferred Securities, or any action on the part of the Issuer granting indulgence or extension of any kind;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Trust Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in liquidation amount of the Trust Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trust Preferred Guarantee Trustee in respect of this Trust Preferred Securities Guarantee or exercising any trust or power conferred upon the Trust Preferred Guarantee Trustee under this Trust Preferred Securities Guarantee.

(b) If the Trust Preferred Guarantee Trustee fails to enforce its rights under the Trust Preferred Securities Guarantee after a Holder of Trust Preferred Securities has made a written request, such Holder of Trust Preferred Securities may institute a legal proceeding directly against the New Guarantor to enforce the Trust Preferred Guarantee Trustee's rights under this Trust Preferred Securities Guarantee, without first instituting a legal proceeding against the Issuer, the Trust Preferred Guarantee Trustee or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder of Trust Preferred Securities may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Trust Preferred Securities Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Issuer or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Trust Preferred Securities Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of Trust Preferred Securities against the Issuer in respect of any amounts paid to such Holders by the New Guarantor under this Trust Preferred Securities Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Trust Preferred Securities Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Trust Preferred Securities Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Trust Preferred Securities, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Trust Preferred Securities Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

**ARTICLE VI
LIMITATION OF TRANSACTIONS; SUBORDINATION**

SECTION 6.1 Limitation of Transactions

So long as any Trust Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Trust Preferred Securities have not been paid or declared and set apart for payment, (b) an Investment Event of Default by any Investment Affiliate in respect of any Affiliate Investment Instrument has occurred and is continuing, or (c) the New Guarantor is in default of its obligations under the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee, the Partnership Guarantee or any Investment Guarantee, then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 6.2 Ranking

(a) This Trust Preferred Securities Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Trust Preferred Securities that is silent as to seniority will rank *pari passu* with this Trust Preferred Securities Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Trust Preferred Securities Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Trust Preferred Securities Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against the holders of the Company Debenture, and the holders of the Trust Preferred

Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

ARTICLE VII TERMINATION

SECTION 7.1 Termination

This Trust Preferred Securities Guarantee shall terminate upon (i) full payment of the Redemption Price of all Trust Preferred Securities, (ii) upon the distribution of the Partnership Preferred Securities to the Holders of all of the Trust Preferred Securities or (iii) upon full payment of the amounts payable in accordance with the Declaration upon liquidation of the Issuer. Notwithstanding the foregoing, this Trust Preferred Securities Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of Trust Preferred Securities must restore payment of any sums paid under the Trust Preferred Securities or under this Trust Preferred Securities Guarantee.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Trust Preferred Securities Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Trust Preferred Securities Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Trust Preferred Securities might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Trust Preferred Securities Guarantee or the earlier resignation or removal of the Trust Preferred Guarantee Trustee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Trust Preferred Securities Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Trust Preferred Securities then outstanding.

SECTION 9.2 Amendments

Except with respect to any changes that do not materially adversely affect the rights of Holders (in which case no consent of Holders will be required), this Trust Preferred Securities Guarantee may only be amended with the prior approval of the Holders of at least a Majority in liquidation amount of the Trust Preferred Securities (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined). The provisions of Section 12.2 of the Declaration with respect to meetings of Holders of the Securities apply to the giving of such approval.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Trust Preferred Securities Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Trust Preferred Securities Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Trust Preferred Guarantee Trustee, at the Trust Preferred Guarantee Trustee's Corporate Trust Office.

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Trust Preferred Securities):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

(c) If given to any Holder of Trust Preferred Securities, at the address set forth on the books and records of the Issuer.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Trust Preferred Securities Guarantee is solely for the benefit of the Holders of the Trust Preferred Securities and, subject to Section 3.1(a), is not separately transferable from the Trust Preferred Securities.

SECTION 9.6 Governing Law

THIS TRUST PREFERRED SECURITIES GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Trust Preferred Securities Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to Trust Preferred Guarantee Trustee

The New Guarantor shall give the Trust Preferred Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trust Preferred Securities Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Trust Preferred Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – TRUST PREFERRED SECURITIES
GUARANTEE AGREEMENT (MERRILL LYNCH PREFERRED CAPITAL TRUST V)]**

BANK OF AMERICA CORPORATION

PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Funding III, L.P.

Dated as of September 30, 2013

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PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Partnership Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), for the benefit of the holders from time to time of the Partnership Preferred Securities (as defined below).

WHEREAS, Merrill Lynch Preferred Funding III, L.P., a Delaware limited partnership (the "Issuer"), has issued a single series of limited partner interests in the Issuer (the "Partnership Preferred Securities") pursuant to an Amended and Restated Agreement of Limited Partnership of the Issuer (the "Partnership Agreement"), dated as of January 16, 1998, among Merrill Lynch & Co., Inc., a Delaware corporation ("ML&Co."), as the general partner; Merrill Lynch Group, Inc., a Delaware corporation, as the initial limited partner; and such other persons who become limited partners as provided therein;

WHEREAS, pursuant to the Partnership Agreement, the proceeds received by the Issuer from the issuance and sale of the Partnership Preferred Securities were invested by the Issuer in the Affiliate Investment Instruments and Eligible Debt Securities (each as defined in the Partnership Agreement);

WHEREAS, pursuant to the Partnership Preferred Securities Guarantee Agreement, dated January 16, 1998, executed and delivered by ML&Co. for the benefit of the holders from time to time of the Partnership Preferred Securities (the "January 1998 Partnership Guarantee"), ML&Co. irrevocably and unconditionally guaranteed to pay to the Holders (as defined in the January 1998 Partnership Guarantee) the Guarantee Payments (as defined in the January 1998 Partnership Guarantee).

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 5.3 of the January 1998 Partnership Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the January 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the January 1998 Partnership Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Partnership Guarantee in compliance and accordance with Section 5.3 of the January 1998 Partnership Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the January 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the January 1998 Partnership Guarantee to be performed by ML&Co.;

WHEREAS, the execution of this Partnership Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Partnership Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Partnership Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions

As used in this Partnership Guarantee, the terms set forth below shall, unless the context otherwise requires, have the following meanings. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” shall mean the following payments or distributions, without duplication, with respect to the Partnership Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid distributions that have theretofore been declared on the Partnership Preferred Securities out of funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), payable out of funds legally available therefor at such time, with respect to any Partnership Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer, the lesser of (a) the aggregate of the liquidation preference and all accumulated and unpaid distributions on the Partnership Preferred Securities to the date of payment out of funds legally available therefor and (b) the amount of assets of the Issuer after satisfaction of all liabilities remaining available for distribution to Holders in liquidation of the Issuer (in either case, the “Liquidation Distribution”).

“Holder” shall mean any holder, as registered on the books and records of the Issuer, of any Partnership Preferred Securities; provided, however, that in determining whether the holders of the requisite percentage of Partnership Preferred Securities have given any request, notice, consent or waiver hereunder, “Holder” shall not apply to Partnership Preferred Securities owned beneficially by the New Guarantor or any Affiliate of the New Guarantor.

“Investment Guarantee” means the Affiliate Debenture Guarantee Agreement as of the date hereof, by the New Guarantor and the Investment Guarantee Trustee (as defined therein), for the benefit of the holders of the 7% Debenture Due 2017 (the “Affiliate Debenture”), as amended or supplemented from time to time.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor held by the Partnership (the “Company Debenture”), as the case may be.

“Trust Common Securities Guarantee” means the Trust Common Securities Guarantee Agreement as of the date hereof, by the New Guarantor for the benefit of the holders of the 7% Trust Originated Common Securities (the “Trust Common Securities”), as amended or supplemented from time to time.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee (as defined in the Trust Preferred Securities Guarantee) has been appointed and has accepted such appointment pursuant to the terms of the Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Preferred Securities Guarantee” means the Trust Preferred Securities Guarantee Agreement as of the date hereof, entered into by the New Guarantor and the Trust Preferred Guarantee Trustee, for the benefit of the holders of the 7% Trust Originated Preferred Securities (the “Trust Preferred Securities”), as amended or supplemented from time to time.

ARTICLE II GUARANTEE

SECTION 2.1. Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments, as and when due (without duplication of amounts theretofore paid by the Issuer), regardless of any defense, right of set-off or counterclaim which the Issuer may have or assert. The New Guarantor’s obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 2.2. Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Partnership Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 2.3. Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Partnership Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

(a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Partnership Preferred Securities to be performed or observed by the Issuer;

(b) the extension of time for the payment by the Issuer of all or any portion of the distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Partnership Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Partnership Preferred Securities;

(c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Partnership Preferred Securities;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Partnership Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 2.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 2.4. Rights of Holders

The New Guarantor expressly acknowledges that (i) this Partnership Guarantee will be deposited with the General Partner to be held for the benefit of the Holders; (ii) in the event of the appointment of a Special Representative to, among other things, enforce this Partnership Guarantee, the Special Representative may take possession of this Partnership Guarantee for such purpose; (iii) if no Special Representative has been appointed, the General Partner has the right to enforce this Partnership Guarantee on behalf of the Holders; (iv) the Holders of not less than a majority in aggregate liquidation preference of the Partnership Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available in respect of this Partnership Guarantee including the giving of directions to the General Partner or the Special Representative, as the case may be; and (v) if the General Partner or Special Representative fails to enforce this Partnership Guarantee after a Holder has made a written request and as above provided, any Holder may institute a legal proceeding directly against the New Guarantor to enforce its rights under this Partnership Guarantee, without first instituting a legal proceeding against the Issuer or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder may directly institute a proceeding against the New Guarantor to enforce such payment under this Partnership Guarantee.

SECTION 2.5. Guarantee of Payment

This Partnership Guarantee will not be discharged except by payment of the Guarantee Payments in full to the extent not paid by the Issuer.

SECTION 2.6. Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders against the Issuer in respect of any amounts paid to the Holders by the New Guarantor under this Partnership Guarantee provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any rights which it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Partnership Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Partnership Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 2.7. Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Partnership Preferred Securities and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Partnership Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (f), inclusive, of Section 2.3 hereof.

**ARTICLE III
LIMITATION OF TRANSACTIONS; SUBORDINATION**

SECTION 3.1. Limitation of Transactions

So long as any Partnership Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Partnership Preferred Securities have not been paid or declared and set apart for payment, (b) there shall have occurred an Event of Default under the Partnership Agreement or (c) the New Guarantor shall be in default with respect to its payment obligations under this Partnership Guarantee, the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee or any Investment Guarantee then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 3.2. Ranking

(a) This Partnership Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued from time to time by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Partnership Preferred Securities that is silent as to seniority will rank *pari passu* with this Partnership Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Partnership Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Partnership Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against holders of the Company Debenture, and the holders of the Partnership Preferred Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

**ARTICLE IV
TERMINATION**

SECTION 4.1. Termination

This Partnership Guarantee shall terminate and be of no further force and effect, as to the Partnership Preferred Securities, upon full payment of the Redemption Price of all Partnership Preferred Securities, and will terminate completely upon full payment of the amounts payable in accordance with the Partnership Agreement upon liquidation of the Issuer. This Partnership Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder must, in accordance with Delaware Revised Uniform Limited Partnership Act, restore payment of any sums paid under any Partnership Preferred Securities or this Partnership Guarantee.

**ARTICLE V
MISCELLANEOUS**

SECTION 5.1. Successors and Assigns

All guarantees and agreements contained in this Partnership Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding.

SECTION 5.2. Amendments

Except with respect to any changes which do not adversely affect the rights of Holders (in which case no consent of Holders will be required), this Partnership Guarantee may only be amended with the prior approval of the Holders of not less than a majority in aggregate liquidation preference of all the outstanding Partnership Preferred Securities.

SECTION 5.3. Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Partnership Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 5.4. Notices

Any notice, request or other communication required or permitted to be given hereunder to the New Guarantor shall be given in writing by delivering the same against receipt therefor by facsimile transmission (confirmed by mail), addressed to the New Guarantor, as follows (and if so given, shall be deemed given when mailed):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

Any notice, request or other communication required or permitted to be given hereunder to the Holders shall be given by the New Guarantor in the same manner as notices sent by the Issuer to the Holders.

SECTION 5.5. Benefit

This Partnership Guarantee is solely for the benefit of the Holders and is not separately transferable from the Partnership Preferred Securities.

SECTION 5.6. Governing Law

THIS PARTNERSHIP GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5.7. Effectiveness

This Partnership Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 5.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 5.8. Notice to the Trust Preferred Guarantee Trustee

The New Guarantor shall give the Trust Preferred Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Partnership Guarantee to be signed in his or her capacity as a duly authorized officer of the New Guarantor as of the day and year first above written.

BANK OF AMERICA CORPORATION

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

**[SIGNATURE PAGE – PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT
MERRILL LYNCH PREFERRED FUNDING III, L.P.]**

BANK OF AMERICA CORPORATION

PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Funding IV, L.P.

Dated as of September 30, 2013

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PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Partnership Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), for the benefit of the holders from time to time of the Partnership Preferred Securities (as defined below).

WHEREAS, Merrill Lynch Preferred Funding IV, L.P., a Delaware limited partnership (the "Issuer"), has issued a single series of limited partner interests in the Issuer (the "Partnership Preferred Securities") pursuant to an Amended and Restated Agreement of Limited Partnership of the Issuer (the "Partnership Agreement"), dated as of June 19, 1998, among Merrill Lynch & Co., Inc., a Delaware corporation ("ML&Co."), as the general partner; Merrill Lynch Group, Inc., a Delaware corporation, as the initial limited partner; and such other persons who become limited partners as provided therein;

WHEREAS, pursuant to the Partnership Agreement, the proceeds received by the Issuer from the issuance and sale of the Partnership Preferred Securities were invested by the Issuer in the Affiliate Investment Instruments and Eligible Debt Securities (each as defined in the Partnership Agreement);

WHEREAS, pursuant to the Partnership Preferred Securities Guarantee Agreement, dated June 19, 1998, executed and delivered by ML&Co. for the benefit of the holders from time to time of the Partnership Preferred Securities (the "June 1998 Partnership Guarantee"), ML&Co. irrevocably and unconditionally guaranteed to pay to the Holders (as defined in the June 1998 Partnership Guarantee) the Guarantee Payments (as defined in the June 1998 Partnership Guarantee).

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 5.3 of the June 1998 Partnership Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the June 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the June 1998 Partnership Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Partnership Guarantee in compliance and accordance with Section 5.3 of the June 1998 Partnership Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the June 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the June 1998 Partnership Guarantee to be performed by ML&Co.;

WHEREAS, the execution of this Partnership Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Partnership Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Partnership Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions

As used in this Partnership Guarantee, the terms set forth below shall, unless the context otherwise requires, have the following meanings. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” shall mean the following payments or distributions, without duplication, with respect to the Partnership Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid distributions that have theretofore been declared on the Partnership Preferred Securities out of funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), payable out of funds legally available therefor at such time, with respect to any Partnership Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer, the lesser of (a) the aggregate of the liquidation preference and all accumulated and unpaid distributions on the Partnership Preferred Securities to the date of payment out of funds legally available therefor and (b) the amount of assets of the Issuer after satisfaction of all liabilities remaining available for distribution to Holders in liquidation of the Issuer (in either case, the “Liquidation Distribution”).

“Holder” shall mean any holder, as registered on the books and records of the Issuer, of any Partnership Preferred Securities; provided, however, that in determining whether the holders of the requisite percentage of Partnership Preferred Securities have given any request, notice, consent or waiver hereunder, “Holder” shall not apply to Partnership Preferred Securities owned beneficially by the New Guarantor or any Affiliate of the New Guarantor.

“Investment Guarantee” means the Affiliate Debenture Guarantee Agreement as of the date hereof, by the New Guarantor and the Investment Guarantee Trustee (as defined therein), for the benefit of the holders of the 7.12% Debenture Due 2018 (the “Affiliate Debenture”), as amended or supplemented from time to time.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor held by the Partnership (the “Company Debenture”), as the case may be.

“Trust Common Securities Guarantee” means the Trust Common Securities Guarantee Agreement as of the date hereof, by the New Guarantor for the benefit of the holders of the 7.12% Trust Originated Common Securities (the “Trust Common Securities”), as amended or supplemented from time to time.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee (as defined in the Trust Preferred Securities Guarantee) has been appointed and has accepted such appointment pursuant to the terms of the Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Preferred Securities Guarantee” means the Trust Preferred Securities Guarantee Agreement as of the date hereof, entered into by the New Guarantor and the Trust Preferred Guarantee Trustee, for the benefit of the holders of the 7.12% Trust Originated Preferred Securities (the “Trust Preferred Securities”), as amended or supplemented from time to time.

ARTICLE II GUARANTEE

SECTION 2.1. Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments, as and when due (without duplication of amounts theretofore paid by the Issuer), regardless of any defense, right of set-off or counterclaim which the Issuer may have or assert. The New Guarantor’s obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 2.2. Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Partnership Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 2.3. Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Partnership Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

(a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Partnership Preferred Securities to be performed or observed by the Issuer;

(b) the extension of time for the payment by the Issuer of all or any portion of the distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Partnership Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Partnership Preferred Securities;

(c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Partnership Preferred Securities;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Partnership Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 2.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 2.4. Rights of Holders

The New Guarantor expressly acknowledges that (i) this Partnership Guarantee will be deposited with the General Partner to be held for the benefit of the Holders; (ii) in the event of the appointment of a Special Representative to, among other things, enforce this Partnership Guarantee, the Special Representative may take possession of this Partnership Guarantee for such purpose; (iii) if no Special Representative has been appointed, the General Partner has the right to enforce this Partnership Guarantee on behalf of the Holders; (iv) the Holders of not less than a majority in aggregate liquidation preference of the Partnership Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available in respect of this Partnership Guarantee including the giving of directions to the General Partner or the Special Representative, as the case may be; and (v) if the General Partner or Special Representative fails to enforce this Partnership Guarantee after a Holder has made a written request and as above provided, any Holder may institute a legal proceeding directly against the New Guarantor to enforce its rights under this Partnership Guarantee, without first instituting a legal proceeding against the Issuer or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder may directly institute a proceeding against the New Guarantor to enforce such payment under this Partnership Guarantee.

SECTION 2.5. Guarantee of Payment

This Partnership Guarantee will not be discharged except by payment of the Guarantee Payments in full to the extent not paid by the Issuer.

SECTION 2.6. Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders against the Issuer in respect of any amounts paid to the Holders by the New Guarantor under this Partnership Guarantee provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any rights which it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Partnership Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Partnership Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 2.7. Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Partnership Preferred Securities and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Partnership Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (f), inclusive, of Section 2.3 hereof.

**ARTICLE III
LIMITATION OF TRANSACTIONS; SUBORDINATION**

SECTION 3.1. Limitation of Transactions

So long as any Partnership Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Partnership Preferred Securities have not been paid or declared and set apart for payment, (b) there shall have occurred an Event of Default under the Partnership Agreement or (c) the New Guarantor shall be in default with respect to its payment obligations under this Partnership Guarantee, the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee or any Investment Guarantee then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 3.2. Ranking

(a) This Partnership Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor,

(ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued from time to time by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Partnership Preferred Securities that is silent as to seniority will rank *pari passu* with this Partnership Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Partnership Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Partnership Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against holders of the Company Debenture, and the holders of the Partnership Preferred Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

ARTICLE IV TERMINATION

SECTION 4.1. Termination

This Partnership Guarantee shall terminate and be of no further force and effect, as to the Partnership Preferred Securities, upon full payment of the Redemption Price of all Partnership Preferred Securities, and will terminate completely upon full payment of the amounts payable in accordance with the Partnership Agreement upon liquidation of the Issuer. This Partnership Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder must, in accordance with Delaware Revised Uniform Limited Partnership Act, restore payment of any sums paid under any Partnership Preferred Securities or this Partnership Guarantee.

ARTICLE V MISCELLANEOUS

SECTION 5.1. Successors and Assigns

All guarantees and agreements contained in this Partnership Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding.

SECTION 5.2. Amendments

Except with respect to any changes which do not adversely affect the rights of Holders (in which case no consent of Holders will be required), this Partnership Guarantee may only be amended with the prior approval of the Holders of not less than a majority in aggregate liquidation preference of all the outstanding Partnership Preferred Securities.

SECTION 5.3. Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Partnership Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 5.4. Notices

Any notice, request or other communication required or permitted to be given hereunder to the New Guarantor shall be given in writing by delivering the same against receipt therefor by facsimile transmission (confirmed by mail), addressed to the New Guarantor, as follows (and if so given, shall be deemed given when mailed):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

Any notice, request or other communication required or permitted to be given hereunder to the Holders shall be given by the New Guarantor in the same manner as notices sent by the Issuer to the Holders.

SECTION 5.5. Benefit

This Partnership Guarantee is solely for the benefit of the Holders and is not separately transferable from the Partnership Preferred Securities.

SECTION 5.6. Governing Law

THIS PARTNERSHIP GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5.7. Effectiveness

This Partnership Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 5.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 5.8. Notice to the Trust Preferred Guarantee Trustee

The New Guarantor shall give the Trust Preferred Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Partnership Guarantee to be signed in his or her capacity as a duly authorized officer of the New Guarantor as of the day and year first above written.

BANK OF AMERICA CORPORATION

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

**[SIGNATURE PAGE – PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT
MERRILL LYNCH PREFERRED FUNDING IV, L.P.]**

BANK OF AMERICA CORPORATION

PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

Merrill Lynch Preferred Funding V, L.P.

Dated as of September 30, 2013

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PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT

THIS PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT (the "Partnership Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), for the benefit of the holders from time to time of the Partnership Preferred Securities (as defined below).

WHEREAS, Merrill Lynch Preferred Funding V, L.P., a Delaware limited partnership (the "Issuer"), has issued a single series of limited partner interests in the Issuer (the "Partnership Preferred Securities") pursuant to an Amended and Restated Agreement of Limited Partnership of the Issuer (the "Partnership Agreement"), dated as of November 3, 1998, among Merrill Lynch & Co., Inc., a Delaware corporation ("ML&Co."), as the general partner; Merrill Lynch Group, Inc., a Delaware corporation, as the initial limited partner; and such other persons who become limited partners as provided therein;

WHEREAS, pursuant to the Partnership Agreement, the proceeds received by the Issuer from the issuance and sale of the Partnership Preferred Securities were invested by the Issuer in the Affiliate Investment Instruments and Eligible Debt Securities (each as defined in the Partnership Agreement);

WHEREAS, pursuant to the Partnership Preferred Securities Guarantee Agreement, dated November 3, 1998, executed and delivered by ML&Co. for the benefit of the holders from time to time of the Partnership Preferred Securities (the "November 1998 Partnership Guarantee"), ML&Co. irrevocably and unconditionally guaranteed to pay to the Holders (as defined in the November 1998 Partnership Guarantee) the Guarantee Payments (as defined in the November 1998 Partnership Guarantee).

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 5.3 of the November 1998 Partnership Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the November 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the November 1998 Partnership Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Partnership Guarantee in compliance and accordance with Section 5.3 of the November 1998 Partnership Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 of the November 1998 Partnership Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the November 1998 Partnership Guarantee to be performed by ML&Co.;

WHEREAS, the execution of this Partnership Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Partnership Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Partnership Guarantee for the benefit of the Holders.

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions

As used in this Partnership Guarantee, the terms set forth below shall, unless the context otherwise requires, have the following meanings. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Finance Subsidiary” means any wholly-owned subsidiary of the New Guarantor the principal purpose of which is to raise capital for the New Guarantor by issuing securities that are guaranteed by the New Guarantor and the proceeds of which are loaned to or invested in the New Guarantor or one or more of its affiliates.

“Guarantee Payments” shall mean the following payments or distributions, without duplication, with respect to the Partnership Preferred Securities, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid distributions that have theretofore been declared on the Partnership Preferred Securities out of funds legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the “Redemption Price”), payable out of funds legally available therefor at such time, with respect to any Partnership Preferred Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary termination or liquidation of the Issuer, the lesser of (a) the aggregate of the liquidation preference and all accumulated and unpaid distributions on the Partnership Preferred Securities to the date of payment out of funds legally available therefor and (b) the amount of assets of the Issuer after satisfaction of all liabilities remaining available for distribution to Holders in liquidation of the Issuer (in either case, the “Liquidation Distribution”).

“Holder” shall mean any holder, as registered on the books and records of the Issuer, of any Partnership Preferred Securities; provided, however, that in determining whether the holders of the requisite percentage of Partnership Preferred Securities have given any request, notice, consent or waiver hereunder, “Holder” shall not apply to Partnership Preferred Securities owned beneficially by the New Guarantor or any Affiliate of the New Guarantor.

“Investment Guarantee” means the Affiliate Debenture Guarantee Agreement as of the date hereof, by the New Guarantor and the Investment Guarantee Trustee (as defined therein), for the benefit of the holders of the 7.28% Debenture Due September 30, 2018 (the “Affiliate Debenture”), as amended or supplemented from time to time.

“Senior Indebtedness” means any payment in respect of indebtedness of the New Guarantor for money borrowed, except for any such indebtedness that is by its terms subordinated to or *pari passu* with the debt instrument of the New Guarantor held by the Partnership (the “Company Debenture”), as the case may be.

“Trust Common Securities Guarantee” means the Trust Common Securities Guarantee Agreement as of the date hereof, by the New Guarantor for the benefit of the holders of the 7.28% Trust Originated Common Securities (the “Trust Common Securities”), as amended or supplemented from time to time.

“Trust Preferred Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Trust Preferred Guarantee Trustee (as defined in the Trust Preferred Securities Guarantee) has been appointed and has accepted such appointment pursuant to the terms of the Trust Preferred Securities Guarantee and thereafter means each such Successor Trust Preferred Guarantee Trustee.

“Trust Preferred Securities Guarantee” means the Trust Preferred Securities Guarantee Agreement as of the date hereof, entered into by the New Guarantor and the Trust Preferred Guarantee Trustee, for the benefit of the holders of the 7.28% Trust Originated Preferred Securities (the “Trust Preferred Securities”), as amended or supplemented from time to time.

ARTICLE II GUARANTEE

SECTION 2.1. Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments, as and when due (without duplication of amounts theretofore paid by the Issuer), regardless of any defense, right of set-off or counterclaim which the Issuer may have or assert. The New Guarantor’s obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 2.2. Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Partnership Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 2.3. Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Partnership Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

(a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Partnership Preferred Securities to be performed or observed by the Issuer;

(b) the extension of time for the payment by the Issuer of all or any portion of the distributions, Redemption Price, Liquidation Distribution or any other sums payable under the terms of the Partnership Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Partnership Preferred Securities;

(c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Partnership Preferred Securities;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Partnership Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 2.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 2.4. Rights of Holders

The New Guarantor expressly acknowledges that (i) this Partnership Guarantee will be deposited with the General Partner to be held for the benefit of the Holders; (ii) in the event of the appointment of a Special Representative to, among other things, enforce this Partnership Guarantee, the Special Representative may take possession of this Partnership Guarantee for such purpose; (iii) if no Special Representative has been appointed, the General Partner has the right to enforce this Partnership Guarantee on behalf of the Holders; (iv) the Holders of not less than a majority in aggregate liquidation preference of the Partnership Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available in respect of this Partnership Guarantee including the giving of directions to the General Partner or the Special Representative, as the case may be; and (v) if the General Partner or Special Representative fails to enforce this Partnership Guarantee after a Holder has made a written request and as above provided, any Holder may institute a legal proceeding directly against the New Guarantor to enforce its rights under this Partnership Guarantee, without first instituting a legal proceeding against the Issuer or any other person or entity. Notwithstanding the foregoing, if the New Guarantor has failed to make a guarantee payment, a Holder may directly institute a proceeding against the New Guarantor to enforce such payment under this Partnership Guarantee.

SECTION 2.5. Guarantee of Payment

This Partnership Guarantee will not be discharged except by payment of the Guarantee Payments in full to the extent not paid by the Issuer.

SECTION 2.6. Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders against the Issuer in respect of any amounts paid to the Holders by the New Guarantor under this Partnership Guarantee provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any rights which it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Partnership Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Partnership Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 2.7. Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Partnership Preferred Securities and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Partnership Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (f), inclusive, of Section 2.3 hereof.

**ARTICLE III
LIMITATION OF TRANSACTIONS; SUBORDINATION**

SECTION 3.1. Limitation of Transactions

So long as any Partnership Preferred Securities remain outstanding, if (a) for any distribution period, full distributions on a cumulative basis on any Partnership Preferred Securities have not been paid or declared and set apart for payment, (b) there shall have occurred an Event of Default under the Partnership Agreement or (c) the New Guarantor shall be in default with respect to its payment obligations under this Partnership Guarantee, the Trust Preferred Securities Guarantee, the Trust Common Securities Guarantee or any Investment Guarantee then, during such period (i) the New Guarantor shall not declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of its capital stock or comparable equity interest (except for (x) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, its capital stock and conversions or exchanges of common stock of one class into common stock of another class and (y) purchases or acquisitions by the New Guarantor or its affiliates in connection with transactions effected by or for the account of customers of the New Guarantor or any of its subsidiaries or in connection with the distribution or trading of such capital stock or comparable equity interest) and (ii) the New Guarantor shall not make, or permit any Finance Subsidiary to make, any payments that would enable any Finance Subsidiary to make, any payment of any dividends on, any distribution with respect to, or any redemption, purchase or other acquisition of, or any liquidation payment with respect to, any preferred security or comparable equity interest of any Finance Subsidiary.

SECTION 3.2. Ranking

(a) This Partnership Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued from time to time by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Finance Subsidiary, and (iii) senior to the New Guarantor's common stock. Any similar guarantee given hereafter by the New Guarantor with respect to Partnership Preferred Securities that is silent as to seniority will rank *pari passu* with this Partnership Guarantee.

(b) The holders of obligations of the New Guarantor that are senior to the obligations under the Partnership Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) will be entitled to the same rights upon payment default or dissolution, liquidation and reorganization in respect of the Partnership Guarantee that inure to the holders of "Senior Indebtedness" under Article Eleven of the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof (as amended and supplemented, the "Indenture") as against holders of the Company Debenture, and the holders of the Partnership Preferred Securities will be subject to all the terms and conditions of such Article Eleven with respect to any claims or rights hereunder with the same effect as though fully set forth herein.

**ARTICLE IV
TERMINATION**

SECTION 4.1. Termination

This Partnership Guarantee shall terminate and be of no further force and effect, as to the Partnership Preferred Securities, upon full payment of the Redemption Price of all Partnership Preferred Securities, and will terminate completely upon full payment of the amounts payable in accordance with the Partnership Agreement upon liquidation of the Issuer. This Partnership Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder must, in accordance with Delaware Revised Uniform Limited Partnership Act, restore payment of any sums paid under any Partnership Preferred Securities or this Partnership Guarantee.

**ARTICLE V
MISCELLANEOUS**

SECTION 5.1. Successors and Assigns

All guarantees and agreements contained in this Partnership Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding.

SECTION 5.2. Amendments

Except with respect to any changes which do not adversely affect the rights of Holders (in which case no consent of Holders will be required), this Partnership Guarantee may only be amended with the prior approval of the Holders of not less than a majority in aggregate liquidation preference of all the outstanding Partnership Preferred Securities.

SECTION 5.3. Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 2.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Partnership Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Trust Preferred Guarantee Trustee, executed and delivered to the Trust Preferred Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 5.4. Notices

Any notice, request or other communication required or permitted to be given hereunder to the New Guarantor shall be given in writing by delivering the same against receipt therefor by facsimile transmission (confirmed by mail), addressed to the New Guarantor, as follows (and if so given, shall be deemed given when mailed):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

Any notice, request or other communication required or permitted to be given hereunder to the Holders shall be given by the New Guarantor in the same manner as notices sent by the Issuer to the Holders.

SECTION 5.5. Benefit

This Partnership Guarantee is solely for the benefit of the Holders and is not separately transferable from the Partnership Preferred Securities.

SECTION 5.6. Governing Law

THIS PARTNERSHIP GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5.7. Effectiveness

This Partnership Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 5.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 5.8. Notice to the Trust Preferred Guarantee Trustee

The New Guarantor shall give the Trust Preferred Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Partnership Guarantee to be signed in his or her capacity as a duly authorized officer of the New Guarantor as of the day and year first above written.

BANK OF AMERICA CORPORATION

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

[SIGNATURE PAGE – PARTNERSHIP PREFERRED SECURITIES GUARANTEE AGREEMENT]

BANK OF AMERICA CORPORATION

AFFILIATE DEBENTURE GUARANTEE AGREEMENT

Bank of America Corporation, as New Guarantor

Merrill Lynch International Incorporated, as Issuer

Dated as of September 30, 2013

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AFFILIATE DEBENTURE GUARANTEE AGREEMENT

THIS AFFILIATE DEBENTURE GUARANTEE AGREEMENT (this "Investment Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as trustee (the "Investment Guarantee Trustee"), for the benefit of the Holder (as defined herein) of the Affiliate Debenture (as defined herein) of **MERRILL LYNCH INTERNATIONAL INCORPORATED**, a Delaware corporation (the "Issuer").

WHEREAS, the Issuer has issued its 7% Debenture Due 2017 (the "Affiliate Debenture") pursuant to an Indenture (the "Affiliate Indenture"), dated as of December 17, 1996, originally entered into between the Issuer and The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as indenture trustee (in such capacity, the "Indenture Trustee");

WHEREAS, pursuant to the Affiliate Debenture Guarantee Agreement, dated as of January 16, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Investment Guarantee Trustee, for the benefit of the Holder of the Affiliate Debenture (the "January 1998 Investment Guarantee"), ML&Co. irrevocably and unconditionally agreed to make Guarantee Payments (as defined in the January 1998 Investment Guarantee) to the Holder (as defined in the January 1998 Investment Guarantee) of the Affiliate Debenture on the terms and conditions set forth in the January 1998 Investment Guarantee;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the January 1998 Investment Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the January 1998 Investment Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the January 1998 Investment Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the Merger;

WHEREAS, in connection with the Merger, the New Guarantor desires to execute this new Investment Guarantee in compliance and accordance with Section 9.3 of the January 1998 Investment

Guarantee to evidence the express assumption by the New Guarantor, effective as of the Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the January 1998 Investment Guarantee and the due and punctual performance and observance of all the covenants and conditions of the January 1998 Investment Guarantee to be performed by ML&Co.; and

WHEREAS, the execution of this Investment Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Investment Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Investment Guarantee for the benefit of the Holder.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretation

In this Investment Guarantee, unless the context otherwise requires:

- (a) capitalized terms used in this Investment Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;
- (b) capitalized terms used in this Investment Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Affiliate Indenture;
- (c) unless otherwise indicated, a term defined anywhere in this Investment Guarantee has the same meaning throughout;
- (d) all references to “the Investment Guarantee” or “this Investment Guarantee” are to this Investment Guarantee as modified, supplemented or amended from time to time;
- (e) all references in this Investment Guarantee to Articles and Sections are to Articles and Sections of this Investment Guarantee, unless otherwise specified;
- (f) a term defined in the Trust Indenture Act has the same meaning when used in this Investment Guarantee, unless otherwise defined in this Investment Guarantee or unless the context otherwise requires; and
- (g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Company Debenture” means the series of debt securities issued on January 16, 1998 under the Company Indenture.

“Company Indenture” means the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as

successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof, as amended and supplemented from time to time.

“Corporate Trust Office” means the designated office of the Investment Guarantee Trustee at which the corporate trust business of the Investment Guarantee Trustee shall, at any particular time, be administered, which office at the date of execution of this Agreement is located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means the Holder or any beneficial owner of the Affiliate Debenture.

“Declaration” means the Amended and Restated Declaration of Trust by and among ML&Co. and certain Trustees, dated as of January 12, 1998.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Investment Guarantee.

“Guarantee Payments” means, without duplication, with respect to the Affiliate Debenture, to the extent not paid or made by the Issuer, the due and punctual payment of the principal of, premium, if any, and interest on the Affiliate Debenture, when and as the same shall become due and payable, whether at maturity or upon declaration of acceleration or otherwise, according to the terms of the Affiliate Debenture and of the Affiliate Indenture.

“Holder” shall mean any holder, as registered on the books and records of the Issuer of the Affiliate Debenture. The initial Holder of the Affiliate Debenture is the Partnership.

“Holder of Partnership Preferred Securities” shall have the meaning specified in the Partnership Agreement.

“Indemnified Person” means the Investment Guarantee Trustee, any Affiliate of the Investment Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Investment Guarantee Trustee.

“Investment Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Investment Guarantee and thereafter means each such Successor Investment Guarantee Trustee.

“Majority in aggregate principal amount of the Affiliate Debenture” means, except as provided by the Trust Indenture Act, a vote by Holder(s) of the Affiliate Debenture, voting separately as a class, of more than 50% of the outstanding aggregate principal amount of the Affiliate Debenture plus accrued and unpaid interest to the date upon which the voting percentages are determined.

“Officers’ Certificate” means, with respect to any Person, a certificate signed by two authorized officers of such Person. Any Officers’ Certificate delivered with respect to compliance with a condition or covenant provided for in this Investment Guarantee shall include:

- (a) a statement that each officer signing the Officers’ Certificate has read the covenant or condition and the definition relating thereto;

-
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers' Certificate;
 - (c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and
 - (d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

"Partnership" means Merrill Lynch Preferred Funding III, L.P.

"Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of January 16, 1998, among ML&Co., as general partner, Merrill Lynch Group, Inc., a Delaware corporation, as initial limited partner and such other persons who become limited partners as provided therein.

"Partnership Preferred Securities" means those securities representing limited partnership interests in the Partnership.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Property Trustee" shall have the meaning specified in the Declaration.

"Responsible Officer" means, with respect to the Investment Guarantee Trustee, any officer within the Corporate Trust Office of the Investment Guarantee Trustee, including any vice president, any assistant vice president, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Investment Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Senior Indebtedness" shall have the meaning specified in the Company Indenture.

"Successor Investment Guarantee Trustee" means a Successor Investment Guarantee Trustee possessing the qualifications to act as Investment Guarantee Trustee under Section 4.1.

"Trust" means the Merrill Lynch Preferred Capital Trust III, a Delaware business Trust, formed under the Declaration.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

"Trust Preferred Securities" shall have the meaning specified in the Declaration.

ARTICLE II
TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act; Application

(a) This Investment Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Investment Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Investment Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The New Guarantor shall provide the Investment Guarantee Trustee (unless the Investment Guarantee Trustee is otherwise the Security Registrar of the Affiliate Debenture) with a list, in such form as the Investment Guarantee Trustee may reasonably require, of the names and addresses of the Holder(s) of the Affiliate Debenture ("List of Holders") as of such date, (i) within one (1) Business Day after June 15 and December 15 of each year, and (ii) at any other time within 30 days of receipt by the New Guarantor of a written request for a List of Holders as of a date no more than 14 days before such List of Holders is given to the Investment Guarantee Trustee provided, that the New Guarantor shall not be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Investment Guarantee Trustee by the New Guarantor. The Investment Guarantee Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Investment Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Investment Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Investment Guarantee Trustee shall provide to the Holders of the Affiliate Debenture such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Investment Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Investment Guarantee Trustee

The New Guarantor shall provide to the Investment Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Investment Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Investment Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default: Waiver

The Holders of a Majority in aggregate principal amount of the Affiliate Debenture may, by vote, on behalf of the Holders of the Affiliate Debenture, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Investment Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default: Notice

(a) The Investment Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Affiliate Debenture, notices of all Events of Default actually known to a Responsible Officer of the Investment Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default of any Guarantee Payment, the Investment Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Investment Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Affiliate Debenture.

(b) The Investment Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Investment Guarantee Trustee shall have received written notice, or a Responsible Officer of the Investment Guarantee Trustee charged with the administration of the Affiliate Debenture shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Affiliate Debenture shall be deemed to be specifically described in this Investment Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

**ARTICLE III
POWERS, DUTIES AND RIGHTS OF INVESTMENT GUARANTEE TRUSTEE**

SECTION 3.1 Powers and Duties of the Investment Guarantee Trustee

(a) This Investment Guarantee shall be held by the Investment Guarantee Trustee for the benefit of the Holders of the Affiliate Debenture, and the Investment Guarantee Trustee shall not transfer this Investment Guarantee to any Person except a Holder of the Affiliate Debenture exercising his or her rights pursuant to Section 5.4(b) or to a Successor Investment Guarantee Trustee on acceptance by such Successor Investment Guarantee Trustee of its appointment to act as Successor Investment Guarantee Trustee. The right, title and interest of the Investment Guarantee Trustee shall automatically vest in any Successor Investment Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Investment Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Investment Guarantee Trustee has occurred and is continuing, the Investment Guarantee Trustee shall enforce this Investment Guarantee for the benefit of the Holders of the Affiliate Debenture.

(c) The Investment Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Investment Guarantee, and no implied covenants shall be read into this Investment Guarantee against the Investment Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible

Officer of the Investment Guarantee Trustee, the Investment Guarantee Trustee shall exercise such of the rights and powers vested in it by this Investment Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Investment Guarantee shall be construed to relieve the Investment Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Investment Guarantee Trustee shall be determined solely by the express provisions of this Investment Guarantee, and the Investment Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Investment Guarantee, and no implied covenants or obligations shall be read into this Investment Guarantee against the Investment Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Investment Guarantee Trustee, the Investment Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Investment Guarantee Trustee and conforming to the requirements of this Investment Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Investment Guarantee Trustee, the Investment Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Investment Guarantee;

(ii) the Investment Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Investment Guarantee Trustee, unless it shall be proved that the Investment Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Investment Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in aggregate principal amount of the Affiliate Debenture relating to the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee, or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee; and

(iv) no provision of this Investment Guarantee shall require the Investment Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Investment Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Investment Guarantee or indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Investment Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Investment Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Investment Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Investment Guarantee, the Investment Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Investment Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Investment Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Investment Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Investment Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Investment Guarantee from any court of competent jurisdiction.

(vi) The Investment Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Investment Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Investment Guarantee Trustee such security and indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Investment Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Investment Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Investment Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Investment Guarantee.

(vii) The Investment Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Investment Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Investment Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Investment Guarantee Trustee shall not be responsible for any

misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Investment Guarantee Trustee or its agents hereunder shall bind the holders of the Affiliate Debenture, and the signature of the Investment Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Investment Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Investment Guarantee, both of which shall be conclusively evidenced by the Investment Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Investment Guarantee the Investment Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Investment Guarantee Trustee (i) may request instructions from the Holders of a Majority in aggregate principal amount of the Affiliate Debenture, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Investment Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Investment Guarantee.

(b) No provision of this Investment Guarantee shall be deemed to impose any duty or obligation on the Investment Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Investment Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Investment Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Investment Guarantee

The recitals contained in this Investment Guarantee shall be taken as the statements of the New Guarantor, and the Investment Guarantee Trustee does not assume any responsibility for their correctness. The Investment Guarantee Trustee makes no representation as to the validity or sufficiency of this Investment Guarantee.

ARTICLE IV
INVESTMENT GUARANTEE TRUSTEE

SECTION 4.1 Investment Guarantee Trustee: Eligibility

(a) There shall at all times be an Investment Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such

corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Investment Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Investment Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Investment Guarantee Trustee has or shall acquire any “conflicting interest” within the meaning of Section 310(b) of the Trust Indenture Act, the Investment Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Investment Guarantee Trustee

(a) Subject to Section 4.2(b), the Investment Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during a default or an Event of Default.

(b) The Investment Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor.

(c) The Investment Guarantee Trustee shall hold office until a Successor Investment Guarantee Trustee shall have been appointed or until its removal or resignation. The Investment Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Investment Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor and the resigning Investment Guarantee Trustee.

(d) If no Successor Investment Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 30 days after delivery of an instrument of removal or resignation, the Investment Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Investment Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Investment Guarantee Trustee.

(e) No Investment Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Investment Guarantee Trustee.

(f) Upon termination of this Investment Guarantee or removal or resignation of the Investment Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Investment Guarantee Trustee all amounts due to the Investment Guarantee Trustee accrued to the date of such termination, removal or resignation.

**ARTICLE V
GUARANTEE**

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Issuer), as and when due, regardless of any defense, right of set-off or counterclaim that the Issuer may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Investment Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Investment Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Affiliate Debenture to be performed or observed by the Issuer;
- (b) the extension of time for the payment by the Issuer of all or any portion of the interest, principal or premium, if any, or any other sums payable under the terms of the Affiliate Debenture or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Affiliate Debenture (other than an extension of time for payment of interest during an Extension Period, as defined in the Affiliate Debenture, permitted by the Affiliate Indenture);
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Affiliate Debenture, or any action on the part of the Issuer granting indulgence or extension of any kind;
- (d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;
- (e) any invalidity of, or defect or deficiency in, the Affiliate Debenture;
- (f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or
- (g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in aggregate principal amount of the Affiliate Debenture have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee in respect of this Investment Guarantee or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee.

(b) If the Investment Guarantee Trustee fails to enforce its rights under the Investment Guarantee after a Holder of the Affiliate Debenture has made a written request, such Holder of the Affiliate Debenture may institute a legal proceeding directly against the New Guarantor to enforce the Investment Guarantee Trustee's rights under this Investment Guarantee, without first instituting a legal proceeding against the Issuer, the Investment Guarantee Trustee or any other Person. Notwithstanding the foregoing, if the New Guarantor has failed to make a Guarantee Payment, a Holder of the Affiliate Debenture may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Investment Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Issuer or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Investment Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of the Affiliate Debenture against the Issuer in respect of any amounts paid to such Holders by the New Guarantor under this Investment Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Investment Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Investment Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Affiliate Debenture, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Investment Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

**ARTICLE VI
SUBORDINATION**

SECTION 6.1 Ranking

This Investment Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari passu* with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or

preference stock of any Affiliate of the New Guarantor, and (iii) senior to the New Guarantor's common stock. The holders of obligations of the New Guarantor that are senior to the obligations under the Investment Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) shall be entitled to the same rights in payment default or dissolution, liquidation and reorganization in respect of this Investment Guarantee that inure to the holders of Senior Indebtedness as against the holders of the Company Debenture specified in Sections 1102, 1103 and 1105 of the Company Indenture.

ARTICLE VII TERMINATION

SECTION 7.1 Termination

This Investment Guarantee shall terminate upon the repayment in full (whether at maturity, upon redemption or otherwise) of all of the principal of, premium, if any, and interest on (including all accrued and unpaid interest thereon) and any other amounts payable in respect of the Affiliate Debenture. Notwithstanding the foregoing, this Investment Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of the Affiliate Debenture must restore payment of any sums paid under the Affiliate Debenture or under this Investment Guarantee.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Investment Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Investment Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which principal, premium, interest or other payments to Holders of the Affiliate Debenture might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Investment Guarantee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Investment Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding. The Company may not assign its rights or delegate its obligations hereunder without the prior approval of the Holders of at least a majority of the aggregated stated liquidation preference of the Partnership Preferred Securities then outstanding, except that the Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation, provided that in any such case either the Company shall be the continuing corporation, or the successor corporation shall expressly assume the obligations of the New Guarantor hereunder.

SECTION 9.2 Amendments

Except with respect to any changes that do not adversely affect the rights of Holders of Partnership Preferred Securities (in which case no consent will be required), this Investment Guarantee may be amended only with the prior approval of the Holders of not less than a majority in liquidation preference of the outstanding Partnership Preferred Securities, provided that so long as the Property Trustee of the Trust is the Holder of the Partnership Preferred Securities, such amendment will not be effective without the prior written approval of a majority in liquidation amount of the outstanding Trust Preferred Securities.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Investment Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Investment Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Investment Guarantee Trustee, at the Investment Guarantee Trustee's Corporate Trust Office at the address set forth below (or such other address as the Investment Guarantee Trustee may give notice of to the Holders of the Affiliate Debenture):

The Bank of New York Mellon
c/o The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway, 2nd Floor
Jacksonville, FL 32256
Attention: Corporate Trust (Jacksonville)

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Affiliate Debenture):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

(c) If given to any Holder of Affiliate Debenture, at the address set forth on the books and records of the Issuer.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Investment Guarantee is solely for the benefit of the Holders of the Affiliate Debenture and, subject to Section 3.1(a), is not separately transferable from the Affiliate Debenture.

SECTION 9.6 Governing Law

THIS INVESTMENT GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Investment Guarantee shall become effective at the Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to the Investment Guarantee Trustee

The New Guarantor shall give the Investment Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Investment Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Investment Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – AFFILIATE DEBENTURE GUARANTEE AGREEMENT
MERRILL LYNCH PREFERRED FUNDING III, L.P.]**

BANK OF AMERICA CORPORATION

AFFILIATE DEBENTURE GUARANTEE AGREEMENT

Bank of America Corporation, as New Guarantor

Merrill Lynch International Incorporated, as Obligor

Dated as of September 30, 2013

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AFFILIATE DEBENTURE GUARANTEE AGREEMENT

THIS AFFILIATE DEBENTURE GUARANTEE AGREEMENT (this "Investment Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as trustee (the "Investment Guarantee Trustee"), for the benefit of the Holder (as defined herein) of the Affiliate Debenture (as defined herein) of **MERRILL LYNCH INTERNATIONAL INCORPORATED** (successor to Merrill Lynch Group, Inc. ("MLGroup")), a Delaware corporation (the "Obligor").

WHEREAS, MLGroup has heretofore issued its 7.12% Debenture Due 2018 (the "Affiliate Debenture") pursuant to an Indenture (the "Affiliate Indenture"), dated as of June 16, 1998, originally entered into between MLGroup and The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as indenture trustee (in such capacity, the "Indenture Trustee");

WHEREAS, pursuant to the Affiliate Debenture Guarantee Agreement, dated as of June 19, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Investment Guarantee Trustee, for the benefit of the Holder of the Affiliate Debenture (the "June 1998 Investment Guarantee"), ML&Co. irrevocably and unconditionally agreed to make Guarantee Payments (as defined in the June 1998 Investment Guarantee) to the Holder (as defined in the June 1998 Investment Guarantee) of the Affiliate Debenture on the terms and conditions set forth in the June 1998 Investment Guarantee;

WHEREAS, immediately prior to the ML&Co. Merger Effective Time (as defined below), MLGroup will merge with and into the Obligor, with the Obligor being the surviving corporation in such merger (the "MLGroup Merger");

WHEREAS, in connection with the MLGroup Merger, ML Group and the Obligor will execute and deliver a First Supplemental Indenture to the Affiliate Indenture thereby amending and supplementing the Affiliate Indenture in certain respects to evidence the succession of the Obligor to MLGroup and the express assumption by the Obligor of the covenants of MLGroup in the Affiliate Indenture and contained in the Securities at the time the MLGroup Merger becomes effective;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "ML&Co. Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the ML&Co. Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "ML&Co. Merger Effective Time");

WHEREAS, at the ML&Co. Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the ML&Co. Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the June 1998 Investment Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable

pursuant to Section 5.1 of the June 1998 Investment Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the June 1998 Investment Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the ML&Co. Merger;

WHEREAS, in connection with the ML&Co. Merger, the New Guarantor desires to execute this new Investment Guarantee in compliance and accordance with Section 9.3 of the June 1998 Investment Guarantee to evidence the express assumption by the New Guarantor, effective as of the ML&Co. Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the June 1998 Investment Guarantee and the due and punctual performance and observance of all the covenants and conditions of the June 1998 Investment Guarantee to be performed by ML&Co.; and

WHEREAS, the execution of this Investment Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Investment Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Investment Guarantee for the benefit of the Holder.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretation

In this Investment Guarantee, unless the context otherwise requires:

- (a) capitalized terms used in this Investment Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;
- (b) capitalized terms used in this Investment Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Affiliate Indenture;
- (c) unless otherwise indicated, a term defined anywhere in this Investment Guarantee has the same meaning throughout;
- (d) all references to “the Investment Guarantee” or “this Investment Guarantee” are to this Investment Guarantee as modified, supplemented or amended from time to time;
- (e) all references in this Investment Guarantee to Articles and Sections are to Articles and Sections of this Investment Guarantee, unless otherwise specified;
- (f) a term defined in the Trust Indenture Act has the same meaning when used in this Investment Guarantee, unless otherwise defined in this Investment Guarantee or unless the context otherwise requires; and
- (g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Company Debenture” means the series of debt securities issued on June 19, 1998 under the Company Indenture.

“Company Indenture” means the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof, as amended and supplemented from time to time.

“Corporate Trust Office” means the designated office of the Investment Guarantee Trustee at which the corporate trust business of the Investment Guarantee Trustee shall, at any particular time, be administered, which office at the date of execution of this Agreement is located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means the Holder or any beneficial owner of the Affiliate Debenture.

“Declaration” means the Amended and Restated Declaration of Trust by and among ML&Co. and certain Trustees, dated as of June 16, 1998.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Investment Guarantee.

“Guarantee Payments” means, without duplication, with respect to the Affiliate Debenture, to the extent not paid or made by the Obligor, the due and punctual payment of the principal of, premium, if any, and interest on the Affiliate Debenture, when and as the same shall become due and payable, whether at maturity or upon declaration of acceleration or otherwise, according to the terms of the Affiliate Debenture and of the Affiliate Indenture.

“Holder” shall mean any holder, as registered on the books and records of the Obligor with respect to the Affiliate Debenture. The initial Holder of the Affiliate Debenture is the Partnership.

“Holder of Partnership Preferred Securities” shall have the meaning specified in the Partnership Agreement.

“Indemnified Person” means the Investment Guarantee Trustee, any Affiliate of the Investment Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Investment Guarantee Trustee.

“Investment Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Investment Guarantee and thereafter means each such Successor Investment Guarantee Trustee.

“Majority in aggregate principal amount of the Affiliate Debenture” means, except as provided by the Trust Indenture Act, a vote by Holder(s) of the Affiliate Debenture, voting separately as a class, of more

than 50% of the outstanding aggregate principal amount of the Affiliate Debenture plus accrued and unpaid interest to the date upon which the voting percentages are determined.

“Officers’ Certificate” means, with respect to any Person, a certificate signed by two authorized officers of such Person. Any Officers’ Certificate delivered with respect to compliance with a condition or covenant provided for in this Investment Guarantee shall include:

- (a) a statement that each officer signing the Officers’ Certificate has read the covenant or condition and the definition relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers’ Certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer’s opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

“Partnership” means Merrill Lynch Preferred Funding IV, L.P.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 19, 1998, among ML&Co., as general partner, MLGroup, as initial limited partner and such other persons who become limited partners as provided therein.

“Partnership Preferred Securities” means those securities representing limited partnership interests in the Partnership.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Property Trustee” shall have the meaning specified in the Declaration.

“Responsible Officer” means, with respect to the Investment Guarantee Trustee, any officer within the Corporate Trust Office of the Investment Guarantee Trustee, including any vice president, any assistant vice president, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Investment Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer’s knowledge of and familiarity with the particular subject.

“Senior Indebtedness” shall have the meaning specified in the Company Indenture.

“Successor Investment Guarantee Trustee” means a Successor Investment Guarantee Trustee possessing the qualifications to act as Investment Guarantee Trustee under Section 4.1.

“Trust” means the Merrill Lynch Preferred Capital Trust IV, a Delaware business Trust, formed under the Declaration.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Preferred Securities” shall have the meaning specified in the Declaration.

**ARTICLE II
TRUST INDENTURE ACT**

SECTION 2.1 Trust Indenture Act; Application

(a) This Investment Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Investment Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Investment Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The New Guarantor shall provide the Investment Guarantee Trustee (unless the Investment Guarantee Trustee is otherwise the Security Registrar of the Affiliate Debenture) with a list, in such form as the Investment Guarantee Trustee may reasonably require, of the names and addresses of the Holder(s) of the Affiliate Debenture (“List of Holders”) as of such date, (i) within one (1) Business Day after June 15 and December 15 of each year, and (ii) at any other time within 30 days of receipt by the New Guarantor of a written request for a List of Holders as of a date no more than 14 days before such List of Holders is given to the Investment Guarantee Trustee provided, that the New Guarantor shall not be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Investment Guarantee Trustee by the New Guarantor. The Investment Guarantee Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Investment Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Investment Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Investment Guarantee Trustee shall provide to the Holders of the Affiliate Debenture such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Investment Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Investment Guarantee Trustee

The New Guarantor shall provide to the Investment Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Investment Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Investment Guarantee that relate to any of the

matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default: Waiver

The Holders of a Majority in aggregate principal amount of the Affiliate Debenture may, by vote, on behalf of the Holders of the Affiliate Debenture, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Investment Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default: Notice

(a) The Investment Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Affiliate Debenture, notices of all Events of Default actually known to a Responsible Officer of the Investment Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default of any Guarantee Payment, the Investment Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Investment Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Affiliate Debenture.

(b) The Investment Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Investment Guarantee Trustee shall have received written notice, or a Responsible Officer of the Investment Guarantee Trustee charged with the administration of the Affiliate Debenture shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Affiliate Debenture shall be deemed to be specifically described in this Investment Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

ARTICLE III
POWERS, DUTIES AND RIGHTS OF INVESTMENT GUARANTEE TRUSTEE

SECTION 3.1 Powers and Duties of the Investment Guarantee Trustee

(a) This Investment Guarantee shall be held by the Investment Guarantee Trustee for the benefit of the Holders of the Affiliate Debenture, and the Investment Guarantee Trustee shall not transfer this Investment Guarantee to any Person except a Holder of the Affiliate Debenture exercising his or her rights pursuant to Section 5.4(b) or to a Successor Investment Guarantee Trustee on acceptance by such Successor Investment Guarantee Trustee of its appointment to act as Successor Investment Guarantee Trustee. The right, title and interest of the Investment Guarantee Trustee shall automatically vest in any Successor Investment Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Investment Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Investment Guarantee Trustee has occurred and is continuing, the Investment Guarantee Trustee shall enforce this Investment Guarantee for the benefit of the Holders of the Affiliate Debenture.

(c) The Investment Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such

duties as are specifically set forth in this Investment Guarantee, and no implied covenants shall be read into this Investment Guarantee against the Investment Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Investment Guarantee Trustee, the Investment Guarantee Trustee shall exercise such of the rights and powers vested in it by this Investment Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Investment Guarantee shall be construed to relieve the Investment Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Investment Guarantee Trustee shall be determined solely by the express provisions of this Investment Guarantee, and the Investment Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Investment Guarantee, and no implied covenants or obligations shall be read into this Investment Guarantee against the Investment Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Investment Guarantee Trustee, the Investment Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Investment Guarantee Trustee and conforming to the requirements of this Investment Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Investment Guarantee Trustee, the Investment Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Investment Guarantee;

(ii) the Investment Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Investment Guarantee Trustee, unless it shall be proved that the Investment Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Investment Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in aggregate principal amount of the Affiliate Debenture relating to the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee, or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee; and

(iv) no provision of this Investment Guarantee shall require the Investment Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Investment Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Investment Guarantee or indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Investment Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Investment Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Investment Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Investment Guarantee, the Investment Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Investment Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Investment Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Investment Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Investment Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Investment Guarantee from any court of competent jurisdiction.

(vi) The Investment Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Investment Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Investment Guarantee Trustee such security and indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Investment Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Investment Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Investment Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Investment Guarantee.

(vii) The Investment Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Investment Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Investment Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Investment Guarantee Trustee shall not be responsible for any

misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Investment Guarantee Trustee or its agents hereunder shall bind the holders of the Affiliate Debenture, and the signature of the Investment Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Investment Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Investment Guarantee, both of which shall be conclusively evidenced by the Investment Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Investment Guarantee the Investment Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Investment Guarantee Trustee (i) may request instructions from the Holders of a Majority in aggregate principal amount of the Affiliate Debenture, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Investment Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Investment Guarantee.

(b) No provision of this Investment Guarantee shall be deemed to impose any duty or obligation on the Investment Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Investment Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Investment Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Investment Guarantee

The recitals contained in this Investment Guarantee shall be taken as the statements of the New Guarantor, and the Investment Guarantee Trustee does not assume any responsibility for their correctness. The Investment Guarantee Trustee makes no representation as to the validity or sufficiency of this Investment Guarantee.

ARTICLE IV
INVESTMENT GUARANTEE TRUSTEE

SECTION 4.1 Investment Guarantee Trustee: Eligibility

(a) There shall at all times be an Investment Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such

corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Investment Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Investment Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Investment Guarantee Trustee has or shall acquire any “conflicting interest” within the meaning of Section 310(b) of the Trust Indenture Act, the Investment Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Investment Guarantee Trustee

(a) Subject to Section 4.2(b), the Investment Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during a default or an Event of Default.

(b) The Investment Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor.

(c) The Investment Guarantee Trustee shall hold office until a Successor Investment Guarantee Trustee shall have been appointed or until its removal or resignation. The Investment Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Investment Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor and the resigning Investment Guarantee Trustee.

(d) If no Successor Investment Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 30 days after delivery of an instrument of removal or resignation, the Investment Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Investment Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Investment Guarantee Trustee.

(e) No Investment Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Investment Guarantee Trustee.

(f) Upon termination of this Investment Guarantee or removal or resignation of the Investment Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Investment Guarantee Trustee all amounts due to the Investment Guarantee Trustee accrued to the date of such termination, removal or resignation.

**ARTICLE V
GUARANTEE**

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Obligor), as and when due, regardless of any defense, right of set-off or counterclaim that the Obligor may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Obligor to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Investment Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Obligor or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Investment Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Obligor of any express or implied agreement, covenant, term or condition relating to the Affiliate Debenture to be performed or observed by the Obligor;
- (b) the extension of time for the payment by the Obligor of all or any portion of the interest, principal or premium, if any, or any other sums payable under the terms of the Affiliate Debenture or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Affiliate Debenture (other than an extension of time for payment of interest during an Extension Period, as defined in the Affiliate Debenture, permitted by the Affiliate Indenture);
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Affiliate Debenture, or any action on the part of the Obligor granting indulgence or extension of any kind;
- (d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Obligor or any of the assets of the Obligor;
- (e) any invalidity of, or defect or deficiency in, the Affiliate Debenture;
- (f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or
- (g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in aggregate principal amount of the Affiliate Debenture have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee in respect of this Investment Guarantee or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee.

(b) If the Investment Guarantee Trustee fails to enforce its rights under the Investment Guarantee after a Holder of the Affiliate Debenture has made a written request, such Holder of the Affiliate Debenture may institute a legal proceeding directly against the New Guarantor to enforce the Investment Guarantee Trustee's rights under this Investment Guarantee, without first instituting a legal proceeding against the Obligor, the Investment Guarantee Trustee or any other Person. Notwithstanding the foregoing, if the New Guarantor has failed to make a Guarantee Payment, a Holder of the Affiliate Debenture may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Investment Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Obligor or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Investment Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of the Affiliate Debenture against the Obligor in respect of any amounts paid to such Holders by the New Guarantor under this Investment Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Investment Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Investment Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Obligor with respect to the Affiliate Debenture, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Investment Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

**ARTICLE VI
SUBORDINATION**

SECTION 6.1 Ranking

This Investment Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari*

passu with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Affiliate of the New Guarantor, and (iii) senior to the New Guarantor's common stock. The holders of obligations of the New Guarantor that are senior to the obligations under the Investment Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) shall be entitled to the same rights in payment default or dissolution, liquidation and reorganization in respect of this Investment Guarantee that inure to the holders of Senior Indebtedness as against the holders of the Company Debenture specified in Sections 1102, 1103 and 1105 of the Company Indenture.

ARTICLE VII TERMINATION

SECTION 7.1 Termination

This Investment Guarantee shall terminate upon the repayment in full (whether at maturity, upon redemption or otherwise) of all of the principal of, premium, if any, and interest on (including all accrued and unpaid interest thereon) and any other amounts payable in respect of the Affiliate Debenture. Notwithstanding the foregoing, this Investment Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of the Affiliate Debenture must restore payment of any sums paid under the Affiliate Debenture or under this Investment Guarantee.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Investment Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Investment Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which principal, premium, interest or other payments to Holders of the Affiliate Debenture might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Investment Guarantee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Investment Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding. The Company may not assign its rights or delegate its obligations hereunder without the prior approval of the Holders of at least a majority of the aggregated stated liquidation preference of the Partnership Preferred Securities then outstanding, except that the Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation, provided that in any such case either the Company shall be the continuing corporation, or the successor corporation shall expressly assume the obligations of the New Guarantor hereunder.

SECTION 9.2 Amendments

Except with respect to any changes that do not adversely affect the rights of Holders of Partnership Preferred Securities (in which case no consent will be required), this Investment Guarantee may be amended only with the prior approval of the Holders of not less than a majority in liquidation preference of the outstanding Partnership Preferred Securities, provided that so long as the Property Trustee of the Trust is the Holder of the Partnership Preferred Securities, such amendment will not be effective without the prior written approval of a majority in liquidation amount of the outstanding Trust Preferred Securities.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Investment Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Investment Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Investment Guarantee Trustee, at the Investment Guarantee Trustee's Corporate Trust Office at the address set forth below (or such other address as the Investment Guarantee Trustee may give notice of to the Holders of the Affiliate Debenture):

The Bank of New York Mellon
c/o The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway, 2nd Floor
Jacksonville, FL 32256
Attention: Corporate Trust (Jacksonville)

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Affiliate Debenture):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

(c) If given to any Holder of Affiliate Debenture, at the address set forth on the books and records of the Obligor.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Investment Guarantee is solely for the benefit of the Holders of the Affiliate Debenture and, subject to Section 3.1(a), is not separately transferable from the Affiliate Debenture.

SECTION 9.6 Governing Law

THIS INVESTMENT GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Investment Guarantee shall become effective at the ML&Co. Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to the Investment Guarantee Trustee

The New Guarantor shall give the Investment Guarantee Trustee prompt notice of the ML&Co. Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Investment Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Investment Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – AFFILIATE DEBENTURE GUARANTEE AGREEMENT
MERRILL LYNCH PREFERRED FUNDING IV, L.P.]**

BANK OF AMERICA CORPORATION

AFFILIATE DEBENTURE GUARANTEE AGREEMENT

Bank of America Corporation, as New Guarantor

Merrill Lynch International Incorporated, as Obligor

Dated as of September 30, 2013

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AFFILIATE DEBENTURE GUARANTEE AGREEMENT

THIS AFFILIATE DEBENTURE GUARANTEE AGREEMENT (this "Investment Guarantee"), dated as of September 30, 2013, is executed and delivered by **BANK OF AMERICA CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware (the "New Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as trustee (the "Investment Guarantee Trustee"), for the benefit of the Holder (as defined herein) of the Affiliate Debenture (as defined herein) of **MERRILL LYNCH INTERNATIONAL INCORPORATED** (successor to Merrill Lynch Group, Inc. ("MLGroup")), a Delaware corporation (the "Obligor").

WHEREAS, MLGroup has heretofore issued its 7.28% Debenture Due September 30, 2018 (the "Affiliate Debenture") pursuant to an Indenture (the "Affiliate Indenture"), dated as of June 16, 1998, originally entered into between MLGroup and The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), as indenture trustee (in such capacity, the "Indenture Trustee");

WHEREAS, pursuant to the Affiliate Debenture Guarantee Agreement, dated as of November 3, 1998, executed and delivered by Merrill Lynch & Co., Inc. ("ML&Co.") and the Investment Guarantee Trustee, for the benefit of the Holder of the Affiliate Debenture (the "November 1998 Investment Guarantee"), ML&Co. irrevocably and unconditionally agreed to make Guarantee Payments (as defined in the November 1998 Investment Guarantee) to the Holder (as defined in the November 1998 Investment Guarantee) of the Affiliate Debenture on the terms and conditions set forth in the November 1998 Investment Guarantee;

WHEREAS, immediately prior to the ML&Co. Merger Effective Time (as defined below), MLGroup will merge with and into the Obligor, with the Obligor being the surviving corporation in such merger (the "MLGroup Merger");

WHEREAS, in connection with the MLGroup Merger, ML Group and the Obligor will execute and deliver a First Supplemental Indenture to the Affiliate Indenture thereby amending and supplementing the Affiliate Indenture in certain respects to evidence the succession of the Obligor to MLGroup and the express assumption by the Obligor of the covenants of MLGroup in the Affiliate Indenture and contained in the Securities at the time the MLGroup Merger becomes effective;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "ML&Co. Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the ML&Co. Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "ML&Co. Merger Effective Time");

WHEREAS, at the ML&Co. Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the ML&Co. Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.3 of the November 1998 Investment Guarantee provides, in part, that ML&Co. may merge into any other corporation provided that (i) the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments

payable pursuant to Section 5.1 of the November 1998 Investment Guarantee and the due and punctual performance and observance of all of the covenants and conditions of the November 1998 Investment Guarantee to be performed by ML&Co. by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the successor corporation shall not, immediately after such merger, be in default in the performance of any such covenant or condition;

WHEREAS, the New Guarantor represents and warrants that it is a corporation organized and existing under the laws of the State of Delaware and will be the surviving corporation in the ML&Co. Merger;

WHEREAS, in connection with the ML&Co. Merger, the New Guarantor desires to execute this new Investment Guarantee in compliance and accordance with Section 9.3 of the November 1998 Investment Guarantee to evidence the express assumption by the New Guarantor, effective as of the ML&Co. Merger Effective Time, of the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 of the November 1998 Investment Guarantee and the due and punctual performance and observance of all the covenants and conditions of the November 1998 Investment Guarantee to be performed by ML&Co.; and

WHEREAS, the execution of this Investment Guarantee has been duly authorized by all necessary corporate action on the part of the New Guarantor, and all conditions precedent and acts and things necessary to make this Investment Guarantee a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the premises, the New Guarantor executes and delivers this Investment Guarantee for the benefit of the Holder.

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions and Interpretation

In this Investment Guarantee, unless the context otherwise requires:

- (a) capitalized terms used in this Investment Guarantee but not defined in the preambles above have the respective meanings assigned to them in this Section 1.1;
- (b) capitalized terms used in this Investment Guarantee but not otherwise defined herein shall have the meanings assigned to them in the Affiliate Indenture;
- (c) unless otherwise indicated, a term defined anywhere in this Investment Guarantee has the same meaning throughout;
- (d) all references to “the Investment Guarantee” or “this Investment Guarantee” are to this Investment Guarantee as modified, supplemented or amended from time to time;
- (e) all references in this Investment Guarantee to Articles and Sections are to Articles and Sections of this Investment Guarantee, unless otherwise specified;
- (f) a term defined in the Trust Indenture Act has the same meaning when used in this Investment Guarantee, unless otherwise defined in this Investment Guarantee or unless the context otherwise requires; and

(g) a reference to the singular includes the plural and vice versa.

“Affiliate” has the same meaning as given to that term in Rule 405 under the Securities Act of 1933, as amended, or any successor rule thereunder.

“Business Day” means any day other than a day on which banking institutions in The City of New York are authorized or required by law to close.

“Company Debenture” means the series of debt securities issued on November 3, 1998 under the Company Indenture.

“Company Indenture” means the Indenture dated as of December 17, 1996 originally entered into between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as successor trustee, as supplemented by the Supplemental Indenture dated as of May 16, 2006 and the Second Supplemental Indenture dated as of the date hereof, as amended and supplemented from time to time.

“Corporate Trust Office” means the designated office of the Investment Guarantee Trustee at which the corporate trust business of the Investment Guarantee Trustee shall, at any particular time, be administered, which office at the date of execution of this Agreement is located at The Bank of New York Mellon, c/o The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway, 2nd Floor, Jacksonville, Florida 32256.

“Covered Person” means the Holder or any beneficial owner of the Affiliate Debenture.

“Declaration” means the Amended and Restated Declaration of Trust by and among ML&Co. and certain Trustees, dated as of October 29, 1998.

“Event of Default” means a default by the New Guarantor on any of its payment or other obligations under this Investment Guarantee.

“Guarantee Payments” means, without duplication, with respect to the Affiliate Debenture, to the extent not paid or made by the Obligor, the due and punctual payment of the principal of, premium, if any, and interest on the Affiliate Debenture, when and as the same shall become due and payable, whether at maturity or upon declaration of acceleration or otherwise, according to the terms of the Affiliate Debenture and of the Affiliate Indenture.

“Holder” shall mean any holder, as registered on the books and records of the Obligor with respect to the Affiliate Debenture. The initial Holder of the Affiliate Debenture is the Partnership.

“Holder of Partnership Preferred Securities” shall have the meaning specified in the Partnership Agreement.

“Indemnified Person” means the Investment Guarantee Trustee, any Affiliate of the Investment Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Investment Guarantee Trustee.

“Investment Guarantee Trustee” means The Bank of New York Mellon (formerly known as The Bank of New York, successor to JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank), until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Investment Guarantee and thereafter means each such Successor Investment Guarantee Trustee.

“Majority in aggregate principal amount of the Affiliate Debenture” means, except as provided by the Trust Indenture Act, a vote by Holder(s) of the Affiliate Debenture, voting separately as a class, of more than 50% of the outstanding aggregate principal amount of the Affiliate Debenture plus accrued and unpaid interest to the date upon which the voting percentages are determined.

“Officers’ Certificate” means, with respect to any Person, a certificate signed by two authorized officers of such Person. Any Officers’ Certificate delivered with respect to compliance with a condition or covenant provided for in this Investment Guarantee shall include:

- (a) a statement that each officer signing the Officers’ Certificate has read the covenant or condition and the definition relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officers’ Certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer’s opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

“Partnership” means Merrill Lynch Preferred Funding V, L.P.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of November 3, 1998, among ML&Co., as general partner, MLGroup, as initial limited partner and such other persons who become limited partners as provided therein.

“Partnership Preferred Securities” means those securities representing limited partnership interests in the Partnership.

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Property Trustee” shall have the meaning specified in the Declaration.

“Responsible Officer” means, with respect to the Investment Guarantee Trustee, any officer within the Corporate Trust Office of the Investment Guarantee Trustee, including any vice president, any assistant vice president, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Investment Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer’s knowledge of and familiarity with the particular subject.

“Senior Indebtedness” shall have the meaning specified in the Company Indenture.

“Successor Investment Guarantee Trustee” means a Successor Investment Guarantee Trustee possessing the qualifications to act as Investment Guarantee Trustee under Section 4.1.

“Trust” means the Merrill Lynch Preferred Capital Trust V, a Delaware business Trust, formed under the Declaration.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trust Preferred Securities” shall have the meaning specified in the Declaration.

ARTICLE II TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act; Application

(a) This Investment Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Investment Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Investment Guarantee limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 Lists of Holders of Securities

(a) The New Guarantor shall provide the Investment Guarantee Trustee (unless the Investment Guarantee Trustee is otherwise the Security Registrar of the Affiliate Debenture) with a list, in such form as the Investment Guarantee Trustee may reasonably require, of the names and addresses of the Holder(s) of the Affiliate Debenture (“List of Holders”) as of such date, (i) within one (1) Business Day after June 15 and December 15 of each year, and (ii) at any other time within 30 days of receipt by the New Guarantor of a written request for a List of Holders as of a date no more than 14 days before such List of Holders is given to the Investment Guarantee Trustee provided, that the New Guarantor shall not be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Investment Guarantee Trustee by the New Guarantor. The Investment Guarantee Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Investment Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Investment Guarantee Trustee

Within 60 days after December 15 of each year, commencing December 15, 2013, the Investment Guarantee Trustee shall provide to the Holders of the Affiliate Debenture such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Investment Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Investment Guarantee Trustee

The New Guarantor shall provide to the Investment Guarantee Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 2.5 Evidence of Compliance with Conditions Precedent

The New Guarantor shall provide to the Investment Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Investment Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default; Waiver

The Holders of a Majority in aggregate principal amount of the Affiliate Debenture may, by vote, on behalf of the Holders of the Affiliate Debenture, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Investment Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7 Event of Default; Notice

(a) The Investment Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders of the Affiliate Debenture, notices of all Events of Default actually known to a Responsible Officer of the Investment Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of default of any Guarantee Payment, the Investment Guarantee Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Investment Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Affiliate Debenture.

(b) The Investment Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Investment Guarantee Trustee shall have received written notice, or a Responsible Officer of the Investment Guarantee Trustee charged with the administration of the Affiliate Debenture shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8 Conflicting Interests

The Affiliate Debenture shall be deemed to be specifically described in this Investment Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

**ARTICLE III
POWERS, DUTIES AND RIGHTS OF INVESTMENT GUARANTEE TRUSTEE**

SECTION 3.1 Powers and Duties of the Investment Guarantee Trustee

(a) This Investment Guarantee shall be held by the Investment Guarantee Trustee for the benefit of the Holders of the Affiliate Debenture, and the Investment Guarantee Trustee shall not transfer this Investment Guarantee to any Person except a Holder of the Affiliate Debenture exercising his or her rights pursuant to Section 5.4(b) or to a Successor Investment Guarantee Trustee on acceptance by such Successor Investment Guarantee Trustee of its appointment to act as Successor Investment Guarantee Trustee. The right, title and interest of the Investment Guarantee Trustee shall automatically vest in any Successor Investment Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Investment Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Investment Guarantee Trustee has occurred and is continuing, the Investment Guarantee Trustee shall enforce this Investment Guarantee for the benefit of the Holders of the Affiliate Debenture.

(c) The Investment Guarantee Trustee, before the occurrence of any Event of Default and after the curing or waiver of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Investment Guarantee, and no implied covenants shall be read into this Investment Guarantee against the Investment Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Investment Guarantee Trustee, the Investment Guarantee Trustee shall exercise such of the rights and powers vested in it by this Investment Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Investment Guarantee shall be construed to relieve the Investment Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Investment Guarantee Trustee shall be determined solely by the express provisions of this Investment Guarantee, and the Investment Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Investment Guarantee, and no implied covenants or obligations shall be read into this Investment Guarantee against the Investment Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Investment Guarantee Trustee, the Investment Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Investment Guarantee Trustee and conforming to the requirements of this Investment Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Investment Guarantee Trustee, the Investment Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Investment Guarantee;

(ii) the Investment Guarantee Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Investment Guarantee Trustee, unless it shall be proved that the Investment Guarantee Trustee was negligent in ascertaining the pertinent facts upon which such judgment was made;

(iii) the Investment Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a Majority in aggregate principal amount of the Affiliate Debenture relating to the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee, or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee; and

(iv) no provision of this Investment Guarantee shall require the Investment Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Investment

Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Investment Guarantee or indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2 Certain Rights of Investment Guarantee Trustee

(a) Subject to the provisions of Section 3.1:

(i) The Investment Guarantee Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(ii) Any direction or act of the New Guarantor contemplated by this Investment Guarantee shall be sufficiently evidenced by an Officers' Certificate.

(iii) Whenever, in the administration of this Investment Guarantee, the Investment Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Investment Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the New Guarantor.

(iv) The Investment Guarantee Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Investment Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the New Guarantor or any of its Affiliates and may include any of its employees. The Investment Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Investment Guarantee from any court of competent jurisdiction.

(vi) The Investment Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Investment Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Investment Guarantee Trustee such security and indemnity, reasonably satisfactory to the Investment Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Investment Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Investment Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Investment Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Investment Guarantee.

(vii) The Investment Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Investment Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Investment Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Investment Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Investment Guarantee Trustee or its agents hereunder shall bind the holders of the Affiliate Debenture, and the signature of the Investment Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Investment Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Investment Guarantee, both of which shall be conclusively evidenced by the Investment Guarantee Trustee or its agent taking such action.

(x) Whenever in the administration of this Investment Guarantee the Investment Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Investment Guarantee Trustee (i) may request instructions from the Holders of a Majority in aggregate principal amount of the Affiliate Debenture, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be fully protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Investment Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Investment Guarantee.

(b) No provision of this Investment Guarantee shall be deemed to impose any duty or obligation on the Investment Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Investment Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Investment Guarantee Trustee shall be construed to be a duty.

SECTION 3.3 Not Responsible for Recitals or Issuance of Investment Guarantee

The recitals contained in this Investment Guarantee shall be taken as the statements of the New Guarantor, and the Investment Guarantee Trustee does not assume any responsibility for their correctness. The Investment Guarantee Trustee makes no representation as to the validity or sufficiency of this Investment Guarantee.

ARTICLE IV
INVESTMENT GUARANTEE TRUSTEE

SECTION 4.1 Investment Guarantee Trustee: Eligibility

(a) There shall at all times be an Investment Guarantee Trustee which shall:

(i) not be an Affiliate of the New Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the

Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Investment Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Investment Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Investment Guarantee Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Investment Guarantee Trustee and New Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

SECTION 4.2 Appointment, Removal and Resignation of Investment Guarantee Trustee

(a) Subject to Section 4.2(b), the Investment Guarantee Trustee may be appointed or removed without cause at any time by the New Guarantor except during a default or an Event of Default.

(b) The Investment Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor.

(c) The Investment Guarantee Trustee shall hold office until a Successor Investment Guarantee Trustee shall have been appointed or until its removal or resignation. The Investment Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Investment Guarantee Trustee and delivered to the New Guarantor, which resignation shall not take effect until a Successor Investment Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Investment Guarantee Trustee and delivered to the New Guarantor and the resigning Investment Guarantee Trustee.

(d) If no Successor Investment Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 30 days after delivery of an instrument of removal or resignation, the Investment Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Investment Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Investment Guarantee Trustee.

(e) No Investment Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Investment Guarantee Trustee.

(f) Upon termination of this Investment Guarantee or removal or resignation of the Investment Guarantee Trustee pursuant to this Section 4.2, the New Guarantor shall pay to the Investment Guarantee Trustee all amounts due to the Investment Guarantee Trustee accrued to the date of such termination, removal or resignation.

**ARTICLE V
GUARANTEE**

SECTION 5.1 Guarantee

The New Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Obligor), as and when due, regardless of any defense, right of set-off or counterclaim that the Obligor may have or assert. The New Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the New Guarantor to the Holders or by causing the Obligor to pay such amounts to the Holders.

SECTION 5.2 Waiver of Notice and Demand

The New Guarantor hereby waives notice of acceptance of this Investment Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Obligor or any other Person before proceeding against the New Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3 Obligations Not Affected

The obligations, covenants, agreements and duties of the New Guarantor under this Investment Guarantee shall in no way be affected or impaired by reason of the happening from time to time of any of the following:

- (a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Obligor of any express or implied agreement, covenant, term or condition relating to the Affiliate Debenture to be performed or observed by the Obligor;
- (b) the extension of time for the payment by the Obligor of all or any portion of the interest, principal or premium, if any, or any other sums payable under the terms of the Affiliate Debenture or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Affiliate Debenture (other than an extension of time for payment of interest during an Extension Period, as defined in the Affiliate Debenture, permitted by the Affiliate Indenture);
- (c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Affiliate Debenture, or any action on the part of the Obligor granting indulgence or extension of any kind;
- (d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of, or other similar proceedings affecting, the Obligor or any of the assets of the Obligor;
- (e) any invalidity of, or defect or deficiency in, the Affiliate Debenture;
- (f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or
- (g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the New Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the New Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4 Rights of Holders

(a) The Holders of a Majority in aggregate principal amount of the Affiliate Debenture have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Investment Guarantee Trustee in respect of this Investment Guarantee or exercising any trust or power conferred upon the Investment Guarantee Trustee under this Investment Guarantee.

(b) If the Investment Guarantee Trustee fails to enforce its rights under the Investment Guarantee after a Holder of the Affiliate Debenture has made a written request, such Holder of the Affiliate Debenture may institute a legal proceeding directly against the New Guarantor to enforce the Investment Guarantee Trustee's rights under this Investment Guarantee, without first instituting a legal proceeding against the Obligor, the Investment Guarantee Trustee or any other Person. Notwithstanding the foregoing, if the New Guarantor has failed to make a Guarantee Payment, a Holder of the Affiliate Debenture may directly institute a proceeding in such Holder's own name against the New Guarantor for enforcement of the Investment Guarantee for such payment. The New Guarantor waives any right or remedy to require that any action be brought first against the Obligor or any other person or entity before proceeding directly against the New Guarantor.

SECTION 5.5 Guarantee of Payment

This Investment Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6 Subrogation

The New Guarantor shall be subrogated to all (if any) rights of the Holders of the Affiliate Debenture against the Obligor in respect of any amounts paid to such Holders by the New Guarantor under this Investment Guarantee; provided, however, that the New Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Investment Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Investment Guarantee. If any amount shall be paid to the New Guarantor in violation of the preceding sentence, the New Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7 Independent Obligations

The New Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Obligor with respect to the Affiliate Debenture, and that the New Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Investment Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

**ARTICLE VI
SUBORDINATION**

SECTION 6.1 Ranking

This Investment Guarantee will constitute an unsecured obligation of the New Guarantor and will rank (i) subordinate and junior in right of payment to all other liabilities of the New Guarantor, (ii) *pari*

passu with the most senior preferred or preference stock now or hereafter issued by the New Guarantor and with any other guarantee now or hereafter entered into by the New Guarantor in respect of any preferred or preference stock of any Affiliate of the New Guarantor, and (iii) senior to the New Guarantor's common stock. The holders of obligations of the New Guarantor that are senior to the obligations under the Investment Guarantee (including, but not limited to, obligations constituting Senior Indebtedness) shall be entitled to the same rights in payment default or dissolution, liquidation and reorganization in respect of this Investment Guarantee that inure to the holders of Senior Indebtedness as against the holders of the Company Debenture specified in Sections 1102, 1103 and 1105 of the Company Indenture.

ARTICLE VII TERMINATION

SECTION 7.1 Termination

This Investment Guarantee shall terminate upon the repayment in full (whether at maturity, upon redemption or otherwise) of all of the principal of, premium, if any, and interest on (including all accrued and unpaid interest thereon) and any other amounts payable in respect of the Affiliate Debenture. Notwithstanding the foregoing, this Investment Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of the Affiliate Debenture must restore payment of any sums paid under the Affiliate Debenture or under this Investment Guarantee.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the New Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Investment Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Investment Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the New Guarantor and upon such information, opinions, reports or statements presented to the New Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the New Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which principal, premium, interest or other payments to Holders of the Affiliate Debenture might properly be paid.

SECTION 8.2 Indemnification

The New Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Investment Guarantee.

**ARTICLE IX
MISCELLANEOUS**

SECTION 9.1 Successors and Assigns

All guarantees and agreements contained in this Investment Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the New Guarantor and shall inure to the benefit of the Holders of the Partnership Preferred Securities then outstanding. The Company may not assign its rights or delegate its obligations hereunder without the prior approval of the Holders of at least a majority of the aggregated stated liquidation preference of the Partnership Preferred Securities then outstanding, except that the Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation, provided that in any such case either the Company shall be the continuing corporation, or the successor corporation shall expressly assume the obligations of the New Guarantor hereunder.

SECTION 9.2 Amendments

Except with respect to any changes that do not adversely affect the rights of Holders of Partnership Preferred Securities (in which case no consent will be required), this Investment Guarantee may be amended only with the prior approval of the Holders of not less than a majority in liquidation preference of the outstanding Partnership Preferred Securities, provided that so long as the Property Trustee of the Trust is the Holder of the Partnership Preferred Securities, such amendment will not be effective without the prior written approval of a majority in liquidation amount of the outstanding Trust Preferred Securities.

SECTION 9.3 Consolidations and Mergers

The New Guarantor may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation; provided, that in any such case, (i) either the New Guarantor shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly assume the due and punctual payment of the Guarantee Payments payable pursuant to Section 5.1 hereof and the due and punctual performance and observance of all of the covenants and conditions of this Investment Guarantee to be performed by the New Guarantor by a separate guarantee satisfactory to the Investment Guarantee Trustee, executed and delivered to the Investment Guarantee Trustee by such corporation, and (ii) the New Guarantor or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, lease or conveyance, be in default in the performance of any such covenant or condition.

SECTION 9.4 Notices

All notices provided for in this Investment Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Investment Guarantee Trustee, at the Investment Guarantee Trustee's Corporate Trust Office at the address set forth below (or such other address as the Investment Guarantee Trustee may give notice of to the Holders of the Affiliate Debenture):

The Bank of New York Mellon
c/o The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway, 2nd Floor
Jacksonville, FL 32256
Attention: Corporate Trust (Jacksonville)

(b) If given to the New Guarantor, at the New Guarantor's mailing address set forth below (or such other address as the New Guarantor may give notice of to the Holders of the Affiliate Debenture):

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasurer

(c) If given to any Holder of Affiliate Debenture, at the address set forth on the books and records of the Obligor.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 9.5 Benefit

This Investment Guarantee is solely for the benefit of the Holders of the Affiliate Debenture and, subject to Section 3.1(a), is not separately transferable from the Affiliate Debenture.

SECTION 9.6 Governing Law

THIS INVESTMENT GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 9.7 Effectiveness

This Investment Guarantee shall become effective at the ML&Co. Merger Effective Time, except for the recitals contained herein and Section 9.8 hereof, which shall become effective as of the date of execution and delivery hereof.

SECTION 9.8 Notice to the Investment Guarantee Trustee

The New Guarantor shall give the Investment Guarantee Trustee prompt notice of the ML&Co. Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Investment Guarantee to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as New Guarantor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as Investment Guarantee Trustee

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE – AFFILIATE DEBENTURE GUARANTEE AGREEMENT
MERRILL LYNCH PREFERRED FUNDING V, L.P.]**

FIRST AMENDMENT TO GUARANTEE AGREEMENT

THIS FIRST AMENDMENT TO GUARANTEE AGREEMENT (this "First Amendment"), dated as of September 30, 2013, by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "New Guarantor"), **MERRILL LYNCH & CO., INC.**, a Delaware corporation ("ML&Co."), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as guarantee trustee (the "Guarantee Trustee").

WITNESSETH:

WHEREAS, ML&Co. and the Guarantee Trustee have heretofore executed and delivered a Guarantee Agreement, dated as of December 14, 2006 (the "Guarantee"), for the benefit of the Holders from time to time of the Securities of Merrill Lynch Capital Trust I, a Delaware statutory trust (the "Trust");

WHEREAS, the New Guarantor owns directly all of the issued and outstanding capital stock of ML&Co.;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.1 of the Guarantee provides that ML&Co. may not assign its obligations under the Guarantee except in connection with a merger involving ML&Co. that is permitted under Article VIII of the Junior Subordinated Indenture, dated as of December 14, 2006, as amended by the First Supplemental Indenture thereto, dated as of December 14, 2006, between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee, as amended and supplemented (the "2006 Indenture"), and pursuant to which the successor in such merger agrees in writing to perform ML&Co.'s obligations under the Guarantee;

WHEREAS, the Merger is permitted under Article VIII of the 2006 Indenture;

WHEREAS, pursuant to Section 9.2 of the Guarantee, no consent of the Holders is required for amendments to the Guarantee that do not materially adversely affect the rights of the Holders;

WHEREAS, in connection with the Merger, the New Guarantor and ML&Co. desire to execute and deliver this First Amendment in accordance with Sections 9.1 and 9.2 of the Guarantee, pursuant to which the New Guarantor agrees in writing to perform the obligations of ML&Co. under the Guarantee from and after the Merger Effective Time;

WHEREAS, ML&Co. and the New Guarantor have requested that the Guarantee Trustee join with them in the execution and delivery of this First Amendment and, pursuant to this request, the Guarantee Trustee has agreed to execute and deliver this First Amendment; and

WHEREAS, the execution and delivery of this First Amendment has been duly authorized by all necessary corporate action on the part of each of ML&Co. and the New Guarantor, and all conditions precedent and acts and things necessary to make this First Amendment a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Agreement to Perform Obligations of ML&Co. From and after the Merger Effective Time, the New Guarantor, as the surviving corporation in the Merger, hereby agrees to perform the obligations of ML&Co. under the Guarantee.
2. Representation of ML&Co. and the New Guarantor. ML&Co. and the New Guarantor represent that the Merger is permitted under Article VIII of the Indenture.
3. Effectiveness of this First Amendment. This First Amendment shall become effective upon the execution and delivery hereof; provided, however, that the New Guarantor's agreement to perform the obligations of ML&Co. under the Guarantee pursuant to Section 1 hereof shall not be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time Section 1 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this First Amendment shall be automatically null and void and of no force or effect, and the Guarantee shall continue in full force and effect without any modification or amendment hereby.
4. Defined Terms. All capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Guarantee.
5. Conflict with Trust Indenture Act. If any provision of this First Amendment limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this First Amendment, the provision of the TIA shall control. If any provision of this First Amendment modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Guarantee as so modified or to be excluded by this First Amendment, as the case may be.
6. Ratification of Guarantee; Amendment Part of Guarantee. Except as expressly amended hereby, the Guarantee is in all respects ratified and confirmed and all the provisions thereof, as amended by this First Amendment, shall remain in full force and effect. This First Amendment shall form a part of the Guarantee for all purposes.
7. Addresses for Notice, etc., to the Guarantor. For purposes of Section 9.3 of the Guarantee, the address of the New Guarantor, as "Guarantor" under the Guarantee (until another address is furnished in writing to the Guarantee Trustee and the Holders of the Securities) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasury Department

With a copy to:
Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

8. Concerning the Trustee. In entering into this First Amendment, the Guarantee Trustee shall be entitled to the benefit of every provision of the Guarantee relating to the conduct or affecting the liability or affording protection to the Guarantee Trustee, whether or not elsewhere so provided in this First Amendment. The Guarantee Trustee makes no representations as to the validity or sufficiency of this First Amendment. The recitals contained herein shall be taken as the statements of ML&Co. and the New Guarantor, as applicable, and not of the Guarantee Trustee.

9. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

10. Governing Law. This First Amendment and the rights and obligations of each of the New Guarantor and the Guarantee Trustee shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without reference to its conflicts of laws provisions (other than Section 5-1401 of the General Obligations Law).

11. Notice to Guarantee Trustee. The New Guarantor shall give the Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be duly executed and delivered as of the date first written above.

NEW GUARANTOR:

Bank of America Corporation

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

ML&CO.:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

GUARANTEE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

[SIGNATURE PAGE - FIRST AMENDMENT TO GUARANTEE AMENDMENT
MERRILL LYNCH CAPITAL TRUST I]

FIRST AMENDMENT TO GUARANTEE AGREEMENT

THIS FIRST AMENDMENT TO GUARANTEE AGREEMENT (this "First Amendment"), dated as of September 30, 2013, by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "New Guarantor"), **MERRILL LYNCH & CO., INC.**, a Delaware corporation ("ML&Co."), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as guarantee trustee (the "Guarantee Trustee").

WITNESSETH:

WHEREAS, ML&Co. and the Guarantee Trustee have heretofore executed and delivered a Guarantee Agreement, dated as of May 2, 2007 (the "Guarantee"), for the benefit of the Holders from time to time of the Securities of Merrill Lynch Capital Trust II, a Delaware statutory trust (the "Trust");

WHEREAS, the New Guarantor owns directly all of the issued and outstanding capital stock of ML&Co.;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.1 of the Guarantee provides that ML&Co. may not assign its obligations under the Guarantee except in connection with a merger involving ML&Co. that is permitted under Article VIII of the Junior Subordinated Indenture, dated as of December 14, 2006, as amended by the Second Supplemental Indenture thereto, dated as of May 2, 2007, between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee, as amended and supplemented (the "2006 Indenture"), and pursuant to which the successor in such merger agrees in writing to perform ML&Co.'s obligations under the Guarantee;

WHEREAS, the Merger is permitted under Article VIII of the 2006 Indenture;

WHEREAS, pursuant to Section 9.2 of the Guarantee, no consent of the Holders is required for amendments to the Guarantee that do not materially adversely affect the rights of the Holders;

WHEREAS, in connection with the Merger, the New Guarantor and ML&Co. desire to execute and deliver this First Amendment in accordance with Sections 9.1 and 9.2 of the Guarantee, pursuant to which the New Guarantor agrees in writing to perform the obligations of ML&Co. under the Guarantee from and after the Merger Effective Time;

WHEREAS, ML&Co. and the New Guarantor have requested that the Guarantee Trustee join with them in the execution and delivery of this First Amendment and, pursuant to this request, the Guarantee Trustee has agreed to execute and deliver this First Amendment; and

WHEREAS, the execution and delivery of this First Amendment has been duly authorized by all necessary corporate action on the part of each of ML&Co. and the New Guarantor, and all conditions precedent and acts and things necessary to make this First Amendment a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Agreement to Perform Obligations of ML&Co. From and after the Merger Effective Time, the New Guarantor, as the surviving corporation in the Merger, hereby agrees to perform the obligations of ML&Co. under the Guarantee.
2. Representation of ML&Co. and the New Guarantor. ML&Co. and the New Guarantor represent that the Merger is permitted under Article VIII of the Indenture.
3. Effectiveness of this First Amendment. This First Amendment shall become effective upon the execution and delivery hereof; provided, however, that the New Guarantor's agreement to perform the obligations of ML&Co. under the Guarantee pursuant to Section 1 hereof shall not be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time Section 1 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this First Amendment shall be automatically null and void and of no force or effect, and the Guarantee shall continue in full force and effect without any modification or amendment hereby.
4. Defined Terms. All capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Guarantee.
5. Conflict with Trust Indenture Act. If any provision of this First Amendment limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this First Amendment, the provision of the TIA shall control. If any provision of this First Amendment modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Guarantee as so modified or to be excluded by this First Amendment, as the case may be.
6. Ratification of Guarantee; Amendment Part of Guarantee. Except as expressly amended hereby, the Guarantee is in all respects ratified and confirmed and all the provisions thereof, as amended by this First Amendment, shall remain in full force and effect. This First Amendment shall form a part of the Guarantee for all purposes.
7. Addresses for Notice, etc., to the Guarantor. For purposes of Section 9.3 of the Guarantee, the address of the New Guarantor, as "Guarantor" under the Guarantee (until another address is furnished in writing to the Guarantee Trustee and the Holders of the Securities) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06 -10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasury Department

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

8. Concerning the Trustee. In entering into this First Amendment, the Guarantee Trustee shall be entitled to the benefit of every provision of the Guarantee relating to the conduct or affecting the liability or affording protection to the Guarantee Trustee, whether or not elsewhere so provided in this First Amendment. The Guarantee Trustee makes no representations as to the validity or sufficiency of this First Amendment. The recitals contained herein shall be taken as the statements of ML&Co. and the New Guarantor, as applicable, and not of the Guarantee Trustee.

9. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

10. Governing Law. This First Amendment and the rights and obligations of each of the New Guarantor and the Guarantee Trustee shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without reference to its conflicts of laws provisions (other than Section 5-1401 of the General Obligations Law).

11. Notice to Guarantee Trustee. The New Guarantor shall give the Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be duly executed and delivered as of the date first written above.

NEW GUARANTOR:

Bank of America Corporation

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

ML&CO.:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

GUARANTEE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE - FIRST AMENDMENT TO GUARANTEE AMENDMENT
MERRILL LYNCH CAPITAL TRUST II]**

FIRST AMENDMENT TO GUARANTEE AGREEMENT

THIS FIRST AMENDMENT TO GUARANTEE AGREEMENT (this "First Amendment"), dated as of September 30, 2013, by and among **BANK OF AMERICA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware (the "New Guarantor"), **MERRILL LYNCH & CO., INC.**, a Delaware corporation ("ML&Co."), and **THE BANK OF NEW YORK MELLON** (formerly known as The Bank of New York), a New York banking corporation, as guarantee trustee (the "Guarantee Trustee").

WITNESSETH:

WHEREAS, ML&Co. and the Guarantee Trustee have heretofore executed and delivered a Guarantee Agreement, dated as of August 22, 2007 (the "Guarantee"), for the benefit of the Holders from time to time of the Securities of Merrill Lynch Capital Trust III, a Delaware statutory trust (the "Trust");

WHEREAS, the New Guarantor owns directly all of the issued and outstanding capital stock of ML&Co.;

WHEREAS, the New Guarantor intends to merge ML&Co. into the New Guarantor pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), with the New Guarantor continuing as the surviving corporation of such merger (the "Merger"), effective at the date and time the Certificate of Ownership and Merger with respect to the Merger (the "Certificate of Ownership and Merger") is filed by the New Guarantor with the Secretary of State of the State of Delaware, or at such later date as is set forth in the Certificate of Ownership and Merger (such effective date and time, the "Merger Effective Time");

WHEREAS, at the Merger Effective Time the separate corporate existence of ML&Co. shall cease, and, from and after the Merger Effective Time, the New Guarantor shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions, disabilities and duties of ML&Co., all as provided under the DGCL;

WHEREAS, Section 9.1 of the Guarantee provides that ML&Co. may not assign its obligations under the Guarantee except in connection with a merger involving ML&Co. that is permitted under Article VIII of the Junior Subordinated Indenture, dated as of December 14, 2006, as amended by the Third Supplemental Indenture thereto, dated as of August 22, 2007, between ML&Co. and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee, as amended and supplemented (the "2006 Indenture"), and pursuant to which the successor in such merger agrees in writing to perform ML&Co.'s obligations under the Guarantee;

WHEREAS, the Merger is permitted under Article VIII of the 2006 Indenture;

WHEREAS, pursuant to Section 9.2 of the Guarantee, no consent of the Holders is required for amendments to the Guarantee that do not materially adversely affect the rights of the Holders;

WHEREAS, in connection with the Merger, the New Guarantor and ML&Co. desire to execute and deliver this First Amendment in accordance with Sections 9.1 and 9.2 of the Guarantee, pursuant to which the New Guarantor agrees in writing to perform the obligations of ML&Co. under the Guarantee from and after the Merger Effective Time;

WHEREAS, ML&Co. and the New Guarantor have requested that the Guarantee Trustee join with them in the execution and delivery of this First Amendment and, pursuant to this request, the Guarantee Trustee has agreed to execute and deliver this First Amendment; and

WHEREAS, the execution and delivery of this First Amendment has been duly authorized by all necessary corporate action on the part of each of ML&Co. and the New Guarantor, and all conditions precedent and acts and things necessary to make this First Amendment a valid and legally binding instrument in accordance with its terms have been complied with, done and performed.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Agreement to Perform Obligations of ML&Co. From and after the Merger Effective Time, the New Guarantor, as the surviving corporation in the Merger, hereby agrees to perform the obligations of ML&Co. under the Guarantee.
2. Representation of ML&Co. and the New Guarantor. ML&Co. and the New Guarantor represent that the Merger is permitted under Article VIII of the Indenture.
3. Effectiveness of this First Amendment. This First Amendment shall become effective upon the execution and delivery hereof; provided, however, that the New Guarantor's agreement to perform the obligations of ML&Co. under the Guarantee pursuant to Section 1 hereof shall not be operative or have any effect until the Merger Effective Time, and at the Merger Effective Time Section 1 hereof shall be effective and operative without further action by any party. Notwithstanding any provision hereof to the contrary, in the event the Merger fails to occur on or prior to December 31, 2013, then the terms of this First Amendment shall be automatically null and void and of no force or effect, and the Guarantee shall continue in full force and effect without any modification or amendment hereby.
4. Defined Terms. All capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Guarantee.
5. Conflict with Trust Indenture Act. If any provision of this First Amendment limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this First Amendment, the provision of the TIA shall control. If any provision of this First Amendment modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Guarantee as so modified or to be excluded by this First Amendment, as the case may be.
6. Ratification of Guarantee; Amendment Part of Guarantee. Except as expressly amended hereby, the Guarantee is in all respects ratified and confirmed and all the provisions thereof, as amended by this First Amendment, shall remain in full force and effect. This First Amendment shall form a part of the Guarantee for all purposes.
7. Addresses for Notice, etc., to the Guarantor. For purposes of Section 9.3 of the Guarantee, the address of the New Guarantor, as "Guarantor" under the Guarantee (until another address is furnished in writing to the Guarantee Trustee and the Holders of the Securities) is as follows:

Bank of America Corporation
Bank of America Corporate Center, NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255-0001
Attention: Treasury Department

With a copy to:

Bank of America Corporation
101 South Tryon Street, NC1-002-29-01
Charlotte, North Carolina 28255
Attention: General Counsel, Legal Department

8. Concerning the Trustee. In entering into this First Amendment, the Guarantee Trustee shall be entitled to the benefit of every provision of the Guarantee relating to the conduct or affecting the liability or affording protection to the Guarantee Trustee, whether or not elsewhere so provided in this First Amendment. The Guarantee Trustee makes no representations as to the validity or sufficiency of this First Amendment. The recitals contained herein shall be taken as the statements of ML&Co. and the New Guarantor, as applicable, and not of the Guarantee Trustee.

9. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original; but all such counterparts shall together constitute one and the same instrument.

10. Governing Law. This First Amendment and the rights and obligations of each of the New Guarantor and the Guarantee Trustee shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without reference to its conflicts of laws provisions (other than Section 5-1401 of the General Obligations Law).

11. Notice to Guarantee Trustee. The New Guarantor shall give the Guarantee Trustee prompt notice of the Merger Effective Time.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be duly executed and delivered as of the date first written above.

NEW GUARANTOR:

Bank of America Corporation

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

ML&CO.:

Merrill Lynch & Co., Inc.

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

GUARANTEE TRUSTEE:

The Bank of New York Mellon

By: /s/ FRANCINE KINCAID
Name: Francine Kincaid
Title: Vice President

**[SIGNATURE PAGE - FIRST AMENDMENT TO GUARANTEE AMENDMENT
MERRILL LYNCH CAPITAL TRUST III]**

[LETTERHEAD OF MCGUIREWOODS LLP]

October 1, 2013

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

Re: Post-Effective Amendment No. 1 to Registration Statement on Form S-3
(Registration No. 333-180488)

Ladies and Gentlemen:

We have acted as special counsel to Bank of America Corporation, a Delaware corporation (the "Corporation"), in connection with the Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-180488) (the "Post-Effective Amendment") that is being filed on the date hereof with the Securities and Exchange Commission by the Corporation pursuant to the Securities Act of 1933, as amended (the "Securities Act"). The Post-Effective Amendment includes a market-maker prospectus (the "Prospectus") intended for use by the Corporation's affiliates in connection with offers and sales related to secondary market transactions in, among other securities, debt securities, guarantees, subordinated debentures and junior subordinated debt securities previously duly authorized for issuance by the Board of Directors of Merrill Lynch & Co., Inc. ("Merrill Lynch") and issued and initially sold by Merrill Lynch and affiliated capital trusts and limited partnership in valid registered offerings pursuant to one of the registration statements listed in the Prospectus, and which remain outstanding as of the date hereof (collectively, the "Securities"). Effective October 1, 2013, Merrill Lynch, the Corporation's wholly-owned subsidiary, merged into the Corporation, with the Corporation as the surviving entity.

As such counsel, we have examined and are familiar with such original or photocopies or certified copies of such records of the Corporation, certificates of officers of the Corporation and of public officials and such other documents as we have deemed relevant or necessary as the basis for the opinion set forth below. In such examinations, we have assumed the legal capacity of natural persons, the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as photocopies thereof and the authenticity of the originals of such copies. We have also relied upon statements of fact contained in documents that we have examined in connection with our special representation of the Corporation.

Based on the foregoing, we are of the opinion that the Securities were validly authorized and issued by Merrill Lynch and are binding obligations of the Corporation, subject to applicable bankruptcy, insolvency (including, without limitation, laws related to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting the rights of creditors generally, and to general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing.

With respect to any Securities denominated or payable in a currency other than U.S. dollars, we call your attention to the fact that, as of the date of this opinion, a judgment for money in an action based on securities or instruments denominated in foreign currencies in a federal or state court in the United States ordinarily would be enforced in the United States only in U.S. dollars. The date used to determine the rate of conversion of the foreign currency in which a particular security or instrument is denominated into U.S. dollars will depend upon various factors, including the court in which the judgment is entered. We express no opinion as to whether a court would award a judgment in a currency other than U.S. dollars or the particular data or rate of exchange that would be used by such court in the entry of a judgment.

In rendering this opinion, we are not expressing an opinion as to any matters governed by the laws of any jurisdiction other than the laws of the State of New York and the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing), as in effect on the date hereof, and we express no opinion as to the applicability of the laws of any other jurisdiction or as of any other date. This opinion is rendered to you and for your benefit solely in connection with the registration of the Securities to be offered and sold by the Corporation's subsidiaries and other affiliates in market-making transactions. We hereby consent to the filing of a copy of this opinion as Exhibit 5.3 to the Post-Effective Amendment. In giving this consent, we do not admit thereby that we are within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ MCGUIREWOODS, LLP

[Letterhead of Richards, Layton & Finger, P.A.]

October 1, 2013

The Trusts Listed On Schedule I
Attached Hereto
The Partnerships Listed On Schedule II
Attached Hereto
c/o Bank of America Corporation
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255

Re: The Trusts Listed On Schedule I Attached Hereto and The Partnerships Listed On Schedule II Attached Hereto

Ladies and Gentlemen:

We have acted as special Delaware counsel for the Trusts listed on Schedule I attached hereto, each a Delaware statutory trust (collectively referred to as the "Trusts" and individually referred to as a "Trust"), and for the Partnerships listed on Schedule II attached hereto, each a Delaware limited partnership (collectively referred to as the "Partnerships" and individually referred to as a "Partnership"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

For purposes of giving the opinions hereinafter set forth, our examination of documents has been limited to the examination of originals or copies of the following:

- (a) The Certificate of Trust of each Trust listed on Exhibit A attached hereto as filed with the Secretary of State of the State of Delaware (the "Secretary of State");

- (b) The Trust Agreement or Declaration of Trust, and related organizational documents, of each Trust listed on Exhibit B attached hereto;
- (c) The Amended and Restated Trust Agreement or Declaration of Trust of each Trust listed on Exhibit C attached hereto;
- (d) The Certificate of Limited Partnership of each Partnership listed on Exhibit D attached hereto as filed with the Secretary of State;
- (e) The Agreement of Limited Partnership, and related organizational documents, of each Partnership listed on Exhibit E attached hereto;
- (f) The Amended and Restated Agreement of Limited Partnership of each Partnership listed on Exhibit F attached hereto;
- (g) The Post-Effective Amendment No. 1 to Registration Statement (the "Registration Statement") on Form S-3, including a prospectus (the "Prospectus") of Bank of America (as defined on Exhibit E attached hereto), the Capital Trusts (as defined on Schedule I attached hereto) with respect to, among other things, the trust preferred securities of the Capital Trusts representing undivided beneficial interests in the assets of the Capital Trusts (each, a "Capital Security" and collectively, the "Capital Securities"), the Preferred Trusts (as defined on Schedule I attached hereto) with respect to, among other things, the trust preferred securities of the Preferred Trusts representing undivided beneficial interests in the assets of the Preferred Trusts (each, a "Trust Preferred Security" and collectively, the "Trust Preferred Securities"), and the Partnerships with respect to, among other things, the partnership preferred securities of the Partnerships representing limited partner interests in the Partnerships (each, a "Partnership Preferred Security" and collectively, the "Partnership Preferred Securities"), to be filed by, inter alia, Bank of America, the Trusts and the Partnerships with the Securities and Exchange Commission on or about October 1, 2013;
- (h) A Certificate of Good Standing for each of the Trusts, dated September 30, 2013, obtained from the Secretary of State; and
- (i) A Certificate of Good Standing for each of the Partnerships, dated September 30, 2013, obtained from the Secretary of State.

Capitalized terms used herein and not otherwise defined are used as defined in the applicable Trust Agreement (as defined on Exhibit C attached hereto) or Partnership Agreement (as defined on Exhibit F attached hereto).

For purposes of this opinion, we have not reviewed any documents other than the documents listed in paragraphs (a) through (i) above. In particular, we have not reviewed any document (other than the documents listed in paragraphs (a) through (i) above) that is referred to in or incorporated by reference into the documents reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed (i) the authenticity of all documents submitted to us as authentic originals, (ii) the conformity with the originals of all documents submitted to us as copies or forms, and (iii) the genuineness of all signatures.

For purposes of this opinion, we have assumed (i) that each of the Trust Agreements constitutes the entire agreement among the parties thereto with respect to the subject matter thereof, including with respect to the creation, operation and termination of the applicable Trust, and that the Trust Agreements and the Trust Certificates (as defined on Exhibit A attached hereto) are in full force and effect and have not been amended, (ii) that each of the Partnership Agreements constitutes the entire agreement among the parties thereto with respect to the subject matter thereof, including with respect to the creation, operation and termination of the applicable Partnership, and that the Partnership Agreements and the LP Certificates (as defined on Exhibit D attached hereto) are in full force and effect and have not been amended, (iii) except to the extent provided in paragraphs 1 and 4 below, the due creation, due organization or due formation, as the case may be, and valid existence in good standing of each party to the documents examined by us under the laws of the jurisdiction governing its creation, organization or formation, (iv) the legal capacity of each natural person who is a signatory to the documents examined by us, (v) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (vi) the due authorization, execution and delivery by all parties thereto of all documents examined by us, (vii) the receipt by each Person to whom a Capital Security was issued by a Capital Trust (collectively, the "Capital Security Holders") of a Capital Securities Certificate (as defined in the applicable Capital Trust Agreement (as defined on Exhibit C attached hereto)) evidencing ownership of such Capital Security and the payment for the Capital Security acquired by it, in accordance with the applicable Capital Trust Agreement, (viii) that the Capital Securities were issued and sold to the Capital Security Holders in accordance with the applicable Capital Trust Agreement, (ix) the receipt by each Person to whom a Trust Preferred Security was issued by a Preferred Trust (collectively, the "Preferred Security Holders") of a Trust Preferred Security Certificate (as defined in the applicable Preferred Trust Agreement (as defined on Exhibit C attached hereto)) evidencing ownership of such Trust Preferred Security and the payment for the Trust Preferred Security acquired by it, in accordance with the applicable Preferred Trust Agreement, (x) that the Trust Preferred Securities were issued and sold to the Preferred Security

Holders in accordance with the applicable Preferred Trust Agreement, (xi) the receipt by the property trustee of Trust Preferred III, Trust Preferred IV or Trust Preferred V (each as defined on Schedule I attached hereto), as applicable (a "Partnership Preferred Security Holder"), of a Certificate Evidencing Partnership Preferred Securities (as defined in the applicable Partnership Agreement) of the applicable Partnership and the payment for the Partnership Preferred Security acquired by it, in accordance with the applicable Partnership Agreement, (xii) that the books and records of each Partnership set forth all information required by its Partnership Agreement and the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101, et seq.) (the "Partnership Act"), including all information with respect to all Persons to be admitted as Partners and their contributions to the applicable Partnership, and (xiii) that the Partnership Preferred Securities were issued and sold to the applicable Partnership Preferred Security Holder in accordance with the applicable Partnership Agreement. We have not participated in the preparation of the Registration Statement and assume no responsibility for its contents.

This opinion is limited to the laws of the State of Delaware (excluding the securities laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder that are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Each of the Trusts has been duly created and is validly existing in good standing as a statutory trust under the Delaware Statutory Trust Act.
2. The Capital Securities represent valid and, subject to the qualifications set forth in paragraph 3 below, fully paid and nonassessable undivided beneficial interests in the assets of the applicable Capital Trust. The Trust Preferred Securities represent valid and, subject to the qualifications set forth in paragraph 3 below, fully paid and nonassessable undivided beneficial interests in the assets of the applicable Preferred Trust.
3. The Capital Security Holders, as beneficial owners of a Capital Trust, are entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. We note that the Capital Security Holders may be obligated to make payments as set forth in the applicable Capital Trust Agreement. The Preferred Security Holders, as beneficial owners of a Preferred Trust, are entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. We note that the Preferred Security Holders may be obligated to make payments as set forth in the applicable Preferred Trust Agreement.

4. Each of the Partnerships has been duly formed and is validly existing in good standing as a limited partnership under the Partnership Act.

5. The Partnership Preferred Securities represent valid and, subject to the qualifications set forth in paragraph 6 below, fully paid and nonassessable limited partner interests in the applicable Partnership.

6. Assuming that a Partnership Preferred Security Holder, as a limited partner of a Partnership, does not participate in the control of the business of such Partnership, such Partnership Preferred Security Holder, as a limited partner of such Partnership, will have no liability in excess of its obligations to make payments provided for in the applicable Partnership Agreement and its share of such Partnership's assets and undistributed profits (subject to the obligation of such Partnership Preferred Security Holder to repay any funds wrongfully distributed to it).

7. There are no provisions in any Partnership Agreement the inclusion of which, subject to the terms and conditions therein, or, assuming that a Partnership Preferred Security Holder, as a limited partner of a Partnership, takes no action other than actions permitted by the applicable Partnership Agreement, the exercise of which, in accordance with the terms and conditions therein, would cause such Partnership Preferred Security Holder, as a limited partner of such Partnership, to be deemed to be participating in the control of the business of such Partnership.

With respect to the opinions set forth herein, the term "Partnership Preferred Security Holder" does not include a Person acting in its capacity as a general partner of any Partnership.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. In giving the foregoing consents, we do not thereby admit that we come within the category of Persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Richards, Layton & Finger, P.A.

BJK/SDP

Schedule I

Merrill Lynch Capital Trust I (“Trust I”)

Merrill Lynch Capital Trust II (“Trust II”)

Merrill Lynch Capital Trust III (“Trust III”)

Merrill Lynch Preferred Capital Trust III (“Trust Preferred III”)

Merrill Lynch Preferred Capital Trust IV (“Trust Preferred IV”)

Merrill Lynch Preferred Capital Trust V (“Trust Preferred V”)

Trust I, Trust II and Trust III are collectively referred to as the “Capital Trusts.” Trust Preferred III, Trust Preferred IV and Trust Preferred V are collectively referred to as the “Preferred Trusts.”

Schedule II

Merrill Lynch Preferred Funding III, L.P. (“Partnership III”)

Merrill Lynch Preferred Funding IV, L.P. (“Partnership IV”)

Merrill Lynch Preferred Funding V, L.P. (“Partnership V”)

Exhibit A

The Certificate of Trust of Trust I, dated as of December 5, 2006, as filed in the office of the Secretary of State on December 6, 2006, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on January 15, 2008, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on June 30, 2008.

The Certificate of Trust of Trust II, dated as of April 19, 2007, as filed in the office of the Secretary of State on April 19, 2007, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on January 15, 2008, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on June 30, 2008.

The Certificate of Trust of Trust III, dated as of August 9, 2007, as filed in the office of the Secretary of State on August 9, 2007, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on January 15, 2008, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on June 30, 2008.

The Certificate of Trust of Trust Preferred III, dated December 19, 1997, as filed in the office of the Secretary of State on December 19, 1997, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on August 3, 2000, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on March 14, 2005, as further amended by the Certificate of Amendment thereto, as filed in the office of the Secretary of State on April 8, 2009.

The Certificate of Trust of Trust Preferred IV, dated December 19, 1997, as filed in the office of the Secretary of State on December 19, 1997, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on August 3, 2000, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on March 14, 2005, as further amended by the Certificate of Amendment thereto, as filed in the office of the Secretary of State on April 8, 2009.

The Certificate of Trust of Trust Preferred V, dated January 8, 1998, as filed in the office of the Secretary of State on January 8, 1998, as amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on August 3, 2000, as further amended by the Certificate of Amendment pursuant to Section 3807(e) of the Delaware Statutory Trust Act, as filed in the office of the Secretary of State on March 14, 2005, as further amended by the Certificate of Amendment thereto, as filed in the office of the Secretary of State on April 8, 2009.

The documents listed on this Exhibit A are collectively referred to as the "Trust Certificates."

Exhibit B

The Trust Agreement of Trust I, dated as of December 5, 2006, by and among Merrill Lynch & Co., Inc., a Delaware corporation (the “Company”), as sponsor, and the trustees of Trust I named therein.

An Instrument of Appointment of Administrative Trustee of Trust I, dated as of September 20, 2011, by the Company and accepted by Angela C. Jones.

A Removal and Appointment of Administrative Trustees of Trust I, dated as of February 23, 2012, by the Company and acknowledged and agreed to by Timothy L. Pratt.

A specimen Capital Security Certificate, dated December 14, 2006, registered in the name of Cede & Co., relating to 42,000,000 of Trust I’s Capital Securities.

The Trust Agreement of Trust II, dated as of April 19, 2007, by and among the Company, as sponsor, and the trustees of Trust II named therein.

An Instrument of Appointment of Administrative Trustee of Trust II, dated as of September 20, 2011, by the Company and accepted by Angela C. Jones.

A Removal and Appointment of Administrative Trustees of Trust II, dated as of February 23, 2012, by the Company and acknowledged and agreed to by Timothy L. Pratt.

A specimen Capital Security Certificate, dated May 2, 2007, registered in the name of Cede & Co., relating to 20,000,000 of Trust II’s Capital Securities.

A specimen Capital Security Certificate, dated May 2, 2007, registered in the name of Cede & Co., relating to 18,000,000 of Trust II’s Capital Securities.

The Trust Agreement of Trust III, dated as of August 9, 2007, by and among the Company, as sponsor, and the trustees of Trust III named therein.

An Instrument of Appointment of Administrative Trustee of Trust III, dated as of September 20, 2011, by the Company and accepted by Angela C. Jones.

A Removal and Appointment of Administrative Trustees of Trust III, dated as of February 23, 2012, by the Company and acknowledged and agreed to by Timothy L. Pratt.

A specimen Capital Security Certificate, dated August 22, 2007, registered in the name of Cede & Co., relating to 20,000,000 of Trust III’s Capital Securities.

A specimen Capital Security Certificate, dated August 22, 2007, registered in the name of Cede & Co., relating to 10,000,000 of the Trust III’s Capital Securities.

The Declaration of Trust of Trust Preferred III, dated as of December 19, 1997, by and among the Company, as sponsor, and the trustees of Trust Preferred III named therein.

A Removal and Appointment of Delaware Trustee and Property Trustee of Trust Preferred III, dated as of April 8, 2009, by the Common Holder (as defined therein) and acknowledged and agreed to by BNY Mellon Trust of Delaware and The Bank of New York Mellon.

An Instrument of Appointment of Regular Trustee of Trust Preferred III, dated as of May 11, 2011, by the Company and accepted by Angela C. Jones.

A Removal of Regular Trustees of Trust Preferred III, dated as of February 23, 2012, by the Company.

A specimen Preferred Security Certificate, dated January 16, 1998, registered in the name of Cede & Co., relating to 30,000,000 of Trust Preferred III's 7% Trust Preferred Securities.

The Declaration of Trust of Trust Preferred IV, dated as of December 19, 1997, by and among the Company, as sponsor, and the trustees of Trust Preferred IV named therein.

A Removal and Appointment of Delaware Trustee and Property Trustee of Trust Preferred IV, dated as of April 8, 2009, by the Common Holder (as defined therein) and acknowledged and agreed to by BNY Mellon Trust of Delaware and The Bank of New York Mellon.

An Instrument of Appointment of Regular Trustee of Trust Preferred IV, dated as of May 11, 2011, by the Company and accepted by Angela C. Jones.

A Removal of Regular Trustees of Trust Preferred IV, dated as of February 23, 2012, by the Company.

A specimen Preferred Security Certificate, dated June 19, 1998, registered in the name of Cede & Co., relating to 16,000,000 of Trust Preferred IV's 7.12% Trust Preferred Securities.

The Declaration of Trust of Trust Preferred V, dated as of January 8, 1998, by and among the Company, as sponsor, and the trustees of Trust Preferred V named therein.

A Removal and Appointment of Delaware Trustee and Property Trustee of Trust Preferred V, dated as of April 8, 2009, by the Common Holder (as defined therein) and acknowledged and agreed to by BNY Mellon Trust of Delaware and The Bank of New York Mellon.

An Instrument of Appointment of Regular Trustee of Trust Preferred V, dated as of May 11, 2011, by the Company and accepted by Angela C. Jones.

A Removal of Regular Trustees of Trust Preferred V, dated as of February 23, 2012, by the Company.

A specimen Preferred Security Certificate, dated November 3, 1998, registered in the name of Cede & Co., relating to 34,000,000 of Trust Preferred V's 7.28% Trust Preferred Securities.

Exhibit C

The Amended and Restated Trust Agreement of Trust I (including Exhibits A and B thereto), dated as of December 14, 2006 (the “Trust I Agreement”), among the Company, as the sponsor, the trustees of Trust I named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust I.

The Amended and Restated Trust Agreement of Trust II (including Exhibits A and B thereto), dated as of May 2, 2007 (the “Trust II Agreement”), among the Company, as the sponsor, the trustees of Trust II named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust II.

The Amended and Restated Trust Agreement of Trust III (including Exhibits A and B thereto), dated as of August 22, 2007 (the “Trust III Agreement”), among the Company, as the sponsor, the trustees of Trust III named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust III.

The Amended and Restated Declaration of Trust of Trust Preferred III (including Exhibits A-1 and A-2 thereto), dated as of January 12, 1998 (the “Trust Preferred III Agreement”), among the Company, as the sponsor, the trustees of Trust Preferred III named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust Preferred III.

The Amended and Restated Declaration of Trust of Trust Preferred IV (including Exhibits A-1 and A-2 thereto), dated as of June 16, 1998 (the “Trust Preferred IV Agreement”), among the Company, as the sponsor, the trustees of Trust Preferred IV named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust Preferred IV.

The Amended and Restated Declaration of Trust of Trust Preferred V (including Exhibits A-1 and A-2 thereto), dated as of October 29, 1998 (the “Trust Preferred V Agreement”), among the Company, as the sponsor, the trustees of Trust Preferred V named therein, and the holders, from time to time, of undivided beneficial interests in the assets of Trust Preferred V.

The documents listed on this Exhibit C are collectively referred to as the “Trust Agreements.” The Trust I Agreement, the Trust II Agreement and the Trust III Agreement are collectively referred to as the “Capital Trust Agreements.” The Trust Preferred III Agreement, the Trust Preferred IV Agreement and the Trust Preferred V Agreement are collectively referred to as the “Preferred Trust Agreements.”

Exhibit D

The Certificate of Limited Partnership of Partnership III, dated as of December 19, 1997, as filed in the office of the Secretary of State on December 19, 1997, as amended by the Certificate of Amendment thereto, dated as of September 30, 2013, as filed in the office of the Secretary of State on September 30, 2013 and effective on October 1, 2013.

The Certificate of Limited Partnership of Partnership IV, dated as of December 19, 1997, as filed in the office of the Secretary of State on December 19, 1997, as amended by the Certificate of Amendment thereto, dated as of September 30, 2013, as filed in the office of the Secretary of State on September 30, 2013 and effective on October 1, 2013.

The Certificate of Limited Partnership of Partnership V, dated as of January 8, 1998, as filed in the office of the Secretary of State on January 8, 1998, as amended by the Certificate of Amendment thereto, dated as of September 30, 2013, as filed in the office of the Secretary of State on September 30, 2013 and effective on October 1, 2013.

The documents listed on this Exhibit D are collectively referred to as the “LP Certificates.”

Exhibit E

The Agreement of Limited Partnership of Partnership III, dated as of December 19, 1997, between the Company, as the general partner, and Merrill Lynch Group, Inc., a Delaware corporation, as the initial limited partner (the "Initial Limited Partner").

A specimen Certificate Evidencing Partnership Preferred Securities of Partnership III, dated January 16, 1998, representing 30,927,840 7% Partnership Preferred Securities.

The Assignment and Assumption Agreement, dated as of October 1, 2013, between the Company and Bank of America Corporation, a Delaware corporation ("Bank of America"), relating to the general partner interest in Partnership III.

The Agreement of Limited Partnership of Partnership IV, dated as of December 19, 1997, between the Company, as the general partner, and the Initial Limited Partner.

A specimen Certificate Evidencing Partnership Preferred Securities of Partnership IV, effective as of June 19, 1998, representing 16,494,880 7.12% Partnership Preferred Securities.

The Assignment and Assumption Agreement, dated as of October 1, 2013, between the Company and Bank of America, relating to the general partner interest in Partnership IV.

The Agreement of Limited Partnership of Partnership V, dated as of January 8, 1998, between the Company, as the general partner, and the Initial Limited Partner.

A specimen Certificate Evidencing Partnership Preferred Securities of Partnership V, dated November 3, 1998, representing 35,052,000 7.28% Partnership Preferred Securities.

The Assignment and Assumption Agreement, dated as of October 1, 2013, between the Company and Bank of America, relating to the general partner interest in Partnership V.

Exhibit F

The Amended and Restated Agreement of Limited Partnership of Partnership III (including Annex A thereto), dated as of January 16, 1998, among the Company, as the general partner, the Initial Limited Partner and such other Persons who become Limited Partners.

The Amended and Restated Agreement of Limited Partnership of Partnership IV (including Annex A thereto), dated as of June 19, 1998, among the Company, as the general partner, the Initial Limited Partner and such other Persons who become Limited Partners.

The Amended and Restated Agreement of Limited Partnership of Partnership V (including Annex A thereto), dated as of November 3, 1998, among the Company, as the general partner, the Initial Limited Partner and such other Persons who become Limited Partners.

The documents listed on this Exhibit F are collectively referred to as the "Partnership Agreements."

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Post Effective Amendment No.1 to the Registration Statement on Form S-3 (Registration No. 333-180488) of our report dated February 28, 2013 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Bank of America Corporation's Annual Report on Form 10-K for the year ended December 31, 2012. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Charlotte, NC

October 1, 2013

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Post Effective Amendment No.1 to the Bank of America Corporation Registration Statement on Form S-3 (Registration No. 333-180488) of our reports dated March 18, 2013 relating to the financial statements, which appear in the Annual Report on Form 10-K of Merrill Lynch Preferred Capital Trust III and Merrill Lynch Preferred Funding III, L.P. for the year ended December 31, 2012. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, NY
October 1, 2013

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Post Effective Amendment No.1 to the Bank of America Corporation Registration Statement on Form S-3 (Registration No. 333-180488) of our reports dated March 18, 2013 relating to the financial statements, which appear in the Annual Report on Form 10-K of Merrill Lynch Preferred Capital Trust IV and Merrill Lynch Preferred Funding IV, L.P. for the year ended December 31, 2012. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, NY
October 1, 2013

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Post Effective Amendment No.1 to the Bank of America Corporation Registration Statement on Form S-3 (Registration No. 333-180488) of our reports dated March 18, 2013 relating to the financial statements, which appear in the Annual Report on Form 10-K of Merrill Lynch Preferred Capital Trust V and Merrill Lynch Preferred Funding V, L.P. for the year ended December 31, 2012. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, NY
October 1, 2013

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned officers and/or directors of Bank of America Corporation (the "Company") does hereby make, constitute and appoint Ross E. Jeffries, Jr., Gary G. Lynch and Lauren A. Mogensen, and each of them (so long as each such individual is an employee of the Company or an affiliate of the Company) acting individually, the undersigned's true and lawful attorney-in-fact and agent, with power to act without any other and with full and several power of substitution, for the undersigned and in the undersigned's name, place and stead, to sign, in the undersigned's capacity or capacities as shown below, any and all amendments (including post-effective amendments) to the Company's Registration Statement on Form S-3, File No. 333-180488, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with any such amendments, as fully for all intents and purposes as the undersigned might or could do in person, and does hereby ratify and confirm all that said attorneys-in-fact and agents, or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned in the capacity or capacities noted has hereunto set his or her hand as of the date indicated below.

Signature	Title	Date
/s/ BRIAN T. MOYNIHAN Brian T. Moynihan	President, Chief Executive Officer and Director (Principal Executive Officer)	September 19, 2013
/s/ BRUCE R. THOMPSON Bruce R. Thompson	Chief Financial Officer (Principal Financial Officer)	September 19, 2013
/s/ NEIL A. COTTY Neil A. Cotty	Chief Accounting Officer (Principal Accounting Officer)	September 19, 2013
/s/ SHARON L. ALLEN Sharon L. Allen	Director	September 19, 2013
/s/ SUSAN S. BIES Susan S. Bies	Director	September 19, 2013
/s/ JACK O. BOVENDER, JR. Jack O. Bovender, Jr.	Director	September 19, 2013
/s/ FRANK P. BRAMBLE, SR. Frank P. Bramble, Sr.	Director	September 16, 2013
/s/ PIERRE J.P. DEWECK Pierre J. P. de Weck	Director	September 16, 2013
/s/ ARNOLD W. DONALD Arnold W. Donald	Director	September 19, 2013
/s/ CHARLES K. GIFFORD Charles K. Gifford	Director	September 19, 2013

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ CHARLES O. HOLLIDAY, JR.</u> Charles O. Holliday, Jr.	Director	September 19, 2013
<u>/s/ LINDA P. HUDSON</u> Linda P. Hudson	Director	September 18, 2013
<u>/s/ MONICA C. LOZANO</u> Monica C. Lozano	Director	September 19, 2013
<u>/s/ THOMAS J. MAY</u> Thomas J. May	Director	September 16, 2013
<u>/s/ LIONEL L. NOWELL, III</u> Lionel L. Nowell, III	Director	September 19, 2013
<u>/s/ CLAYTON S. ROSE</u> Clayton S. Rose	Director	September 19, 2013
<u>/s/ R. DAVID YOST</u> R. David Yost	Director	September 16, 2013

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

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(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
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Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	
Premises and fixed assets (including capitalized leases)	5,889,000
Other real estate owned	1,150,000
Investments in unconsolidated subsidiaries and associated companies	3,000
Direct and indirect investments in real estate ventures	1,047,000
Intangible assets:	0
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Subordinated Debentures
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Junior Subordinated Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

<p style="text-align: center;">New York (Jurisdiction of incorporation if not a U.S. national bank)</p>		<p style="text-align: center;">13-5160382 (I.R.S. employer identification no.)</p>
<p style="text-align: center;">One Wall Street, New York, N.Y. (Address of principal executive offices)</p>		<p style="text-align: center;">10286 (Zip code)</p>
<p style="text-align: center;">Merrill Lynch Preferred Capital Trust III (Exact name of obligor as specified in its charter)</p>		
<p style="text-align: center;">Delaware (State or other jurisdiction of incorporation or organization)</p>		<p style="text-align: center;">13-7139561 (I.R.S. employer identification no.)</p>
<p style="text-align: center;">4 World Financial Center New York, New York (Address of principal executive offices)</p>		<p style="text-align: center;">10080 (Zip code)</p>
<p style="text-align: center;">Trust Securities (Title of the indenture securities)</p>		

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

13-5160382
(I.R.S. employer
identification no.)

10286
(Zip code)

Merrill Lynch Preferred Capital Trust IV
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4 World Financial Center
New York, New York
(Address of principal executive offices)

13-7139562
(I.R.S. employer
identification no.)

10080
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
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Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
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Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
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Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
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Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

13-5160382
(I.R.S. employer
identification no.)

10286
(Zip code)

Merrill Lynch Preferred Capital Trust V
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4 World Financial Center
New York, New York
(Address of principal executive offices)

13-7140866
(I.R.S. employer
identification no.)

10080
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

<p style="text-align: center;">New York (Jurisdiction of incorporation if not a U.S. national bank)</p>		<p style="text-align: center;">13-5160382 (I.R.S. employer identification no.)</p>
<p>One Wall Street, New York, N.Y. (Address of principal executive offices)</p>		<p style="text-align: center;">10286 (Zip code)</p>
<hr/> <p style="text-align: center;">Merrill Lynch Capital Trust I (Exact name of obligor as specified in its charter)</p> <hr/>		
<p style="text-align: center;">Delaware (State or other jurisdiction of incorporation or organization)</p>		<p style="text-align: center;">20-5981594 (I.R.S. employer identification no.)</p>
<p>4 World Financial Center New York, New York (Address of principal executive offices)</p>		<p style="text-align: center;">10080 (Zip code)</p>
<hr/> <p style="text-align: center;">Trust Securities (Title of the indenture securities)</p> <hr/>		

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	
Premises and fixed assets (including capitalized leases)	5,889,000
Other real estate owned	1,150,000
Investments in unconsolidated subsidiaries and associated companies	3,000
Direct and indirect investments in real estate ventures	1,047,000
Intangible assets:	0
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

<p style="text-align: center;">New York (Jurisdiction of incorporation if not a U.S. national bank)</p>		<p style="text-align: center;">13-5160382 (I.R.S. employer identification no.)</p>
<p>One Wall Street, New York, N.Y. (Address of principal executive offices)</p>		<p style="text-align: center;">10286 (Zip code)</p>
<hr/> <p style="text-align: center;">Merrill Lynch Capital Trust II (Exact name of obligor as specified in its charter)</p> <hr/>		
<p style="text-align: center;">Delaware (State or other jurisdiction of incorporation or organization)</p>		<p style="text-align: center;">20-8880175 (I.R.S. employer identification no.)</p>
<p>4 World Financial Center New York, New York (Address of principal executive offices)</p>		<p style="text-align: center;">10080 (Zip code)</p>
<hr/> <p style="text-align: center;">Trust Securities (Title of the indenture securities)</p> <hr/> <hr/>		

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

<p style="text-align: center;">New York (Jurisdiction of incorporation if not a U.S. national bank)</p>		<p style="text-align: center;">13-5160382 (I.R.S. employer identification no.)</p>
<p>One Wall Street, New York, N.Y. (Address of principal executive offices)</p>		<p style="text-align: center;">10286 (Zip code)</p>
<p style="text-align: center;">Merrill Lynch Capital Trust III (Exact name of obligor as specified in its charter)</p>		
<p style="text-align: center;">Delaware (State or other jurisdiction of incorporation or organization)</p>		<p style="text-align: center;">26-0688620 (I.R.S. employer identification no.)</p>
<p>4 World Financial Center New York, New York (Address of principal executive offices)</p>		<p style="text-align: center;">10080 (Zip code)</p>
<p style="text-align: center;">Trust Securities (Title of the indenture securities)</p>		

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Preferred Capital Trust III
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street Charlotte,
North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Preferred Capital Trust IV
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Preferred Capital Trust V
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Capital Trust I
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
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Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
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Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
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LESS: Allowance for loan and lease losses	199,000
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Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
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Interest-bearing	44,239,000
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Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Capital Trust II
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Trust Securities of Merrill Lynch Capital Trust III
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Debentures
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Debentures
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

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4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
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Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
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Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

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Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
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Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip code)

Guarantees of Debentures
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

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4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-188382).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-188382).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 1st day of October, 2013.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,547,000
Interest-bearing balances	109,455,000
Securities:	
Held-to-maturity securities	13,784,000
Available-for-sale securities	87,504,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	119,000
Securities purchased under agreements to resell	3,072,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	31,852,000
LESS: Allowance for loan and lease losses	199,000
Loans and leases, net of unearned income and allowance	31,653,000
Trading assets	5,889,000
Premises and fixed assets (including capitalized leases)	1,150,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,047,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,412,000
Other intangible assets	1,356,000
Other assets	14,348,000
Total assets	281,339,000

LIABILITIES

Deposits:	
In domestic offices	119,068,000
Noninterest-bearing	74,829,000
Interest-bearing	44,239,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	117,772,000
Noninterest-bearing	7,818,000
Interest-bearing	109,954,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,780,000
Securities sold under agreements to repurchase	5,034,000
Trading liabilities	6,337,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,227,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	7,206,000
Total liabilities	<u>262,489,000</u>
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,820,000
Retained earnings	8,704,000
Accumulated other comprehensive income	-1,159,000
Other equity capital components	0
Total bank equity capital	18,500,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,850,000</u>
Total liabilities and equity capital	<u>281,339,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski



Directors