

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

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

**BLACKROCK MUNICIPAL INCOME INVESTMENT TRUST**

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(Name of Issuer)

**VARIABLE RATE DEMAND PREFERRED SHARES**

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(Title of Class of Securities)

**09248H303**

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(CUSIP Number)

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

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

**April 03, 2020**

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(Date of Event which Requires Filing of this Statement)

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

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

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

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

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> BANK OF AMERICA CORP /DE/ 56-0906609	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input checked="" type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES  BENEFICIALLY OWNED  BY EACH REPORTING  PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 520
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 520
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 520	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> HC	

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> Banc of America Preferred Funding Corporation 75-2939570		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b>		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>SOURCE OF FUNDS</b> WC		
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b>		<input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 0	
	<b>8</b>	<b>SHARED VOTING POWER</b> 520	
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0	
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 520	
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 520		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b>		<input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 100%		
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> CO		

**Item 1. Security and Issuer**

This Amendment No. 2 (this "Amendment") amends, as set forth below, the statement on Schedule 13D, dated March 14, 2019 and filed with the SEC on March 25, 2019 (the "Original Schedule 13D"), as amended by Amendment No. 1 dated February 12, 2020 and filed with the SEC on February 14, 2020 ("Amendment No. 1"), for Bank of America Corporation ("BAC") and Banc of America Preferred Funding Corporation ("BAPFC") (collectively, the "Reporting Persons") with respect to the variable rate demand preferred shares ("VRDP Shares") of BlackRock Municipal Income Investment Trust (the "Issuer").

This Amendment is being filed in relation to the amendment to the VRDP Shares Fee Agreement, as amended, dated March 15, 2019, relating to the VRDP Shares of the Issuer.

**Item 2. Identity and Background**

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

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

**Item 4. Purpose of Transaction**

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

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

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

Transaction Date	Shares or Units Purchased (Sold)	Price Per Share or Unit
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- (d)
- (e)

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

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

"Effective as of April 3, 2020, the VRDP Shares Fee Agreement, dated as of March 15, 2019, has been further amended by the Omnibus Amendment to Fee Agreements, dated April 3, 2020."

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

Item 7 of the Original Schedule 13D is hereby amended by deleting Exhibit 99.1 and Exhibit 99.2 thereto and inserting the following exhibits in their place:

"Exhibit Description of Exhibit

99.1 Joint Filing Agreement

99.2 Limited Power of Attorney

99.10 Omnibus Amendment to Fee Agreements dated April 3, 2020"

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Signature

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

April 07, 2020

**BANK OF AMERICA CORPORATION**

By: /s/ Ally Pecarro  
Attorney-in-fact

April 07, 2020

**BANC OF AMERICA PREFERRED FUNDING CORPORATION**

By: /s/ Michael Jentis  
Authorized Signatory

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

**Footnotes:**

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

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**SCHEDULE I****EXECUTIVE OFFICERS AND DIRECTORS OF  
REPORTING PERSONS**

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

<u>Name</u>	<u>Position with Bank of America Corporation</u>	<u>Principal Occupation</u>
Brian T. Moynihan	Chairman of the Board, Chief Executive Officer, President and Director	Chairman of the Board, Chief Executive Officer, and President of Bank of America Corporation
Dean C. Athanasia	President, Retail and Preferred & Small Business Banking	President, Retail and Preferred & Small Business Banking of Bank of America Corporation
Catherine P. Bessant	Chief Operations and Technology Officer	Chief Operations and Technology Officer of Bank of America Corporation
Sheri Bronstein	Chief Human Resources Officer	Chief Human Resources Officer of Bank of America Corporation
Paul M. Donofrio	Chief Financial Officer	Chief Financial Officer of Bank of America Corporation
Geoffrey Greener	Chief Risk Officer	Chief Risk Officer of Bank of America Corporation
Kathleen A. Knox	President, Private Bank	President, Private Bank of Bank of America Corporation
David Leitch	Global General Counsel	Global General Counsel of Bank of America Corporation
Thomas K. Montag	Chief Operating Officer	Chief Operating Officer of Bank of America Corporation
Thong M. Nguyen	Vice Chairman	Vice Chairman of Bank of America Corporation
Andrew M. Sieg	President, Merrill Lynch Wealth Management	President, Merrill Lynch Wealth Management
Andrea B. Smith	Chief Administrative Officer	Chief Administrative Officer of Bank of America Corporation
Sharon L. Allen	Director	Former Chairman of Deloitte LLP
Susan S. Bies	Director	Former Member, Board of Governors of the Federal Reserve System
Jack O. Bovender, Jr.	Lead Independent Director	Former Chairman and Chief Executive Officer of HCA Inc.
Frank P. Bramble, Sr.	Director	Former Executive Vice Chairman, MBNA Corporation
Pierre de Weck <sup>1</sup>	Director	Former Chairman and Global Head of Private Wealth Management, Deutsche Bank AG
Arnold W. Donald	Director	President and Chief Executive Officer, Carnival Corporation & Carnival plc
Linda P. Hudson	Director	Former Executive Officer, The Cardea Group, LLC and Former President and Chief Executive Officer of BAE Systems, Inc.
Monica C. Lozano	Director	Chief Executive Officer, College Futures Foundation and Former Chairman, US Hispanic Media Inc.
Thomas J. May	Director	Former Chairman, President, and Chief Executive Officer of Eversource Energy
Lionel L. Nowell, III	Director	Former Senior Vice President and Treasurer, PepsiCo Inc.
Denise L. Ramos	Director	Former Chief Executive Officer and President of ITT Inc.
Clayton S. Rose	Director	President of Bowdoin College
Michael D. White	Director	Former Chairman, President and Chief Executive Officer of DIRECTV
Thomas D. Woods <sup>2</sup>	Director	Former Vice Chairman and Senior Executive Vice President of Canadian Imperial Bank of Commerce
R. David Yost	Director	Former Chief Executive Officer of AmerisourceBergen Corp.
Maria T. Zuber	Director	Vice President for Research and E.A., Griswold Professor of Geophysics, MIT

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

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

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

Name	Position with Banc of America Preferred Funding Corporation	Principal Occupation
John J. Lawlor	Director and President	Managing Director, Municipal Markets and Public Sector Banking Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Edward H. Curland	Director and Managing Director	Managing Director, Municipal Markets Executive for Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Michael I. Jentis	Managing Director	Managing Director, Head of Sales – Public Finance of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Mona Payton	Managing Director	Managing Director, Municipal Markets Executive for Short-Term Trading of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
Edward J. Sisk	Director and Managing Director	Managing Director, Public Finance Executive of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association
John B. Sprung	Director	Corporate Director
David A. Stephens	Director and Managing Director	Managing Director, Executive for Public Finance and Public Sector Credit Products of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bank of America, National Association



## SCHEDULE II

### LITIGATION SCHEDULE

#### New York Attorney General Investor Protection Bureau Masking Settlement 3/22/2018

On March 22, 2018, the Attorney General of the State of New York Investor Protection Bureau ("NYAG") alleged that Bank of America Corporation ("BAC") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") (1) concealed from its institutional clients that orders were routed to and executed by "electronic liquidity providers," (2) misstated the composition of orders and trades in its dark pool, and (3) did not accurately describe its use of a proprietary "venue ranking" analysis, in violation of the Martin Act and Executive Law § 63(12). In connection with the agreement, BAC and MLPF&S agreed (1) not to engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to the Martin Act and Executive Law § 63(12); (2) to pay a penalty in the amount of \$42,000,000; and (3) provide the NYAG a summary of the review of its electronic trading policies and procedures.

#### BANA Servicemembers Civil Relief Act Settlement 5/29/2015

On May 29, 2015, the Office of the Comptroller of the Currency of the United States of America ("OCC") issued an Order to Cease and Desist and Order of Assessment of a Civil Money Penalty (together, the "Orders") against Bank of America, N.A. ("BANA") relating to the Servicemembers Civil Relief Act ("SCRA") and BANA's sworn document and collections litigation practices. In the Orders, the OCC identified (i) unsafe or unsound practices in connection with BANA's efforts to comply with the SCRA, (ii) SCRA violations, and (iii) unsafe or unsound practices in connection with BANA's sworn document and collections litigation practices. Regarding the SCRA, the Orders stated BANA failed to have effective policies and procedures to ensure compliance with SCRA; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its SCRA compliance processes; failed to devote to its SCRA compliance processes adequate internal controls, compliance risk management, internal audit, third party management, and training; and engaged in violations of the SCRA. Regarding the sworn document and collections litigation process, the Orders stated that BANA filed or caused to be filed in courts affidavits executed by its employees or employees of third party service providers making assertions that, in many cases, were not based on personal knowledge or review of relevant books and records; filed or caused to be filed in court affidavits when BANA did not follow proper notary procedures; failed to devote sufficient financial, staffing, and managerial resources to ensure proper administration of its sworn document and collections litigation processes; and failed to sufficiently oversee outside counsel and other third-party providers handling sworn document and collections litigation services. In the Orders, BANA agreed to pay a civil money penalty in the total amount of \$30 million, has begun corrective action, and is committed to taking all necessary and appropriate steps to remedy the deficiencies, unsafe or unsound practices, and violations of law identified by the OCC, and to enhance its SCRA compliance practices and sworn document and collections litigation practices. Specifically, BANA agreed to: (a) appoint and maintain a compliance committee to monitor and oversee BANA's compliance with the Orders and to approve measures to ensure compliance; (b) submit an acceptable plan containing a complete description of the actions to achieve compliance with the Orders; (c) submit a written plan to effectively implement an enterprise-wide compliance risk management program regarding compliance with all applicable laws, regulations, and regulatory guidance; (d) conduct a written, comprehensive assessment of its risk in SCRA compliance operations, including but not limited to, operational, compliance, legal, and reputational risks; (e) submit acceptable written plans to ensure its compliance with the SCRA and with regard to collections litigation; (f) submit plans to conduct a SCRA review and a collections litigation review of accounts, SCRA and collections litigation remediation, and SCRA internal audit; (g) submit policies and procedures for SCRA third party management and improvements to its management information systems for SCRA compliance activities, and to provide certain reports to the compliance committee; (h) submit written plans, programs, policies, and procedures required by the Orders; and (i) submit a written progress report dealing the form and manner of all actions taken to secure compliance with the provision of the Orders and the results thereof. In settlement of this matter, BANA consented and agreed to the issuance of the Orders, which the OCC has determined to accept and has issued. BANA neither admits nor denies the findings in the Orders.

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

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

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

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JOINT FILING AGREEMENT

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

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

Date: April 7, 2020

**BANK OF AMERICA CORPORATION**

By: Ally Pecarro  
Name: Ally Pecarro  
Title: Attorney-in-fact

**BANC OF AMERICA PREFERRED FUNDING CORPORATION**

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

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

**BANK OF AMERICA CORPORATION**, a Delaware corporation (the "Corporation"), does hereby make, constitute, and appoint each of Kim Louise Oakley Heslop, Kelvin Kwok, Ronnie Ojera, Ally Pecarro, and Tolu Tade as an attorney-in-fact for the Corporation acting for the Corporation and in the Corporation's name, place and stead, for the Corporation's use and benefit, to bind the Corporation by their execution of those agreements, forms and documents related specifically to Section 13 and Section 16 of the Securities Exchange Act of 1934, and other large shareholder and short position regulatory reporting requirements in other jurisdictions.

Any documents executed by an attorney-in-fact in accordance with this Limited Power of Attorney shall fully bind and commit the Corporation and all other parties to such documents may rely upon the execution thereof by the attorney-in fact as if executed by the Corporation and as the true and lawful act of the Corporation.

This Limited Power of Attorney shall automatically terminate as to the authority of Kim Louise Oakley Heslop, Kelvin Kwok, Ronnie Ojera, Ally Pecarro, and Tolu Tade upon the earlier of the attorney-in-fact's resignation or termination from or transfer out of the Compliance Department; however; any such resignation, termination or transfer shall have no impact on any documents or instruments executed by any attorney-in-fact named above for the Corporation prior to such resignation, termination or transfer.

This Limited Power of Attorney shall revoke the Limited Power of Attorney executed by the Corporation on January 12, 2016; however such revocation shall have no impact on any actions taken pursuant to that Power of Attorney.

**IN WITNESS WHEREOF**, this Power of Attorney has been executed and delivered by the Corporation to each Attorney-in-Fact on this 29<sup>th</sup> day of November, 2018.

**BANK OF AMERICA CORPORATION**By: /s/ Allison L. Gilliam

Name: Allison L. Gilliam

Title: Senior Vice President and Assistant Secretary

## OMNIBUS AMENDMENT

TO

## FEE AGREEMENTS

This amendment (the "**Amendment**"), dated as of April 3, 2020 (the "**Effective Date**"), to each Fee Agreement, referenced on Schedule B hereto, dated as the date set forth on Schedule B hereto, by and between Bank of America, N.A., a national banking association organized and existing under the laws of the United States of America, including its successors and assigns by operation of law ("**BANA**," or the "**Liquidity Provider**") and the applicable fund listed on Schedule A hereto (each, a "**Fund**") (each, an "**Agreement**") is entered into between BANA and each of the Funds. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the applicable Agreement or in the Statement of Preferences, Certificate of Designation or Articles Supplementary to such Fund, as applicable (including by incorporation by reference).

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

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

**1. Amendment to each Agreement**

(a) The parties agree that for the 60 day period from and including April 3, 2020 and through and including June 1, 2020, as such period may be extended by the mutual written consent by each Fund and the Liquidity Provider (the "**ELR Waiver Effective Period**"), Section 6.18. of each Agreement listed on Schedule B hereto (with the exception of Agreement number 5 listed on Schedule B hereto, which relates to BlackRock Long-Term Municipal Advantage Trust (BTA)), is hereby amended by deleting the paragraph therein and replacing in its stead the following:

"SECTION 6.18. Leverage Ratio.

Unless the Fund receives the prior written consent of the Liquidity Provider, the Fund's Effective Leverage Ratio shall not exceed 48%; provided, however in the event that the Fund's Effective Leverage Ratio exceeds 48% as of the close of business on any Business Day, the Fund shall cause its Effective Leverage Ratio to be 48% or lower within ten (10) Business Days ("**Effective Leverage Ratio Cure Period**")."

The parties further agree that following the ELR Waiver Effective Period, Section 6.18 of each Agreement listed on Schedule B hereto (with the exception of Agreement number 5 listed on Schedule B hereto, which relates to BlackRock Long-Term Municipal Advantage Trust (BTA)) shall return to the format of such paragraph prior to the ELR Waiver Effective Period and, for the avoidance of doubt, shall read as follows:

"SECTION 6.18. Leverage Ratio.

Unless the Fund receives the prior written consent of the Liquidity Provider, the Fund's Effective Leverage Ratio shall not exceed 45%; provided, however in the event that the Fund's Effective Leverage Ratio exceeds 45% as of the close of business on any Business Day (i) solely by reason of fluctuations in the market value of its portfolio securities, in such event and to the extent the Effective Leverage Ratio exceeds 46% as of the close of business on any Business Day and (ii) in any event other than an event described in the immediately preceding clause (i), the Fund shall cause its Effective Leverage Ratio to be 45% or lower within ten (10) Business Days ("**Effective Leverage Ratio Cure Period**")."

(b) The parties agree that during the ELR Waiver Effective Period, Section 6.18. of Agreement number 5 listed on Schedule B hereto, which relates to BlackRock Long-Term Municipal Advantage Trust (BTA), is hereby amended by deleting the paragraph therein and replacing in its stead the following:

"SECTION 6.18. Leverage Ratio.

Unless the Trust receives the prior written consent of the Liquidity Provider, the Trust's Effective Leverage Ratio shall not exceed 48%; provided, however in the event that the Trust's Effective Leverage Ratio exceeds 48% as of the close of business on any Business Day, the Trust shall cause its Effective Leverage Ratio to be 48% or lower within ten (10) Business Days ("**Effective Leverage Ratio Cure Period**")."

The parties further agree that following the ELR Waiver Effective Period, Section 6.18. of Agreement number 5 listed on Schedule B hereto, which relates to BlackRock Long-Term Municipal Advantage Trust (BTA), shall return to the format of such paragraph prior to the ELR Waiver Effective Period and, for the avoidance of doubt, shall read as follows:

"SECTION 6.18. Leverage Ratio.

Unless the Trust receives the prior written consent of the Liquidity Provider, the Trust's Effective Leverage Ratio shall not exceed 45%; provided, however in the event that the Trust's Effective Leverage Ratio exceeds 45% as of the close of business on any Business Day (i) solely by reason of fluctuations in the market value of its portfolio securities, in such event and to the extent the Effective Leverage Ratio exceeds 46% as of the close of business on any Business Day and (ii) in any event other than an event described in the immediately preceding clause (i), the Trust shall cause its Effective Leverage Ratio to be 45% or lower within ten (10) Business Days ("**Effective Leverage Ratio Cure Period**")."

**2. Modification**

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

**3. Benefit and Burden**

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

**4. Severability**

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

**5. Headings**

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

**6. Applicable Law**

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

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

**7. Waiver**

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

**8. Counterparts**

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

**9. Expense Reimbursement**

The Funds shall promptly pay the reasonable fees and expenses of the Liquidity Provider's outside counsel in connection with this Amendment, subject to an aggregate limit of \$45,500.

**10. Personal Liability**

With respect to each Fund that is a Massachusetts business trust, this Amendment is executed by or on behalf of the trustees of the Fund solely in their capacity as such trustees, and shall not constitute their personal obligation either jointly or severally in their individual capacities. In accordance with the Fund's charter, no trustee, shareholder, officer, employee or agent of the Fund shall be held to any personal liability, nor shall resort be had to their private property for the satisfaction of any obligation or claim or otherwise under this Amendment and the Fund shall be solely liable therefor; all parties hereto shall look solely to the Fund property for the payment of any claim, or the performance of any obligation, hereunder.

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

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

**BANK OF AMERICA, N.A.**, as Liquidity Provider

By: /s/ Thomas Visone

Name: Thomas Visone

Title: Authorized Signatory

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The parties list below hereby consent to the Amendment to the Agreement:

**BlackRock MuniHoldings Investment Quality Fund [Fund Symbol: MFL]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock MuniHoldings New Jersey Quality Fund, Inc. [Fund Symbol: MUJ]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock Long-Term Municipal Advantage Trust [Fund Symbol: BTA]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock New York Municipal Income Trust II [Fund Symbol: BFY]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock Municipal Income Investment Trust [Fund Symbol: BBF]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock New York Municipal Bond Trust [Fund Symbol: BQH]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock MuniHoldings New York Quality Fund, Inc. [Fund Symbol: MHN]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock MuniYield Fund, Inc. [Fund Symbol: MYD]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock MuniYield Quality Fund, Inc. [Fund Symbol: MQY]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock New York Municipal Income Quality Trust [Fund Symbol: BSE]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

**BlackRock Muni New York Intermediate Duration Fund, Inc. [Fund Symbol: MNE]**

By:/s/ Jonathan Diorio

Name: Jonathan Diorio

Title: Vice President

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Schedule A

Fund Name (Ticker)

1. BlackRock MuniHoldings Investment Quality Fund (MFL)
  2. BlackRock MuniHoldings New York Quality Fund, Inc. (MHN)
  3. BlackRock MuniHoldings New Jersey Quality Fund, Inc. (MUJ)
  4. BlackRock MuniYield Fund, Inc. (MYD)
  5. BlackRock Long-Term Municipal Advantage Trust (BTA)
  6. BlackRock MuniYield Quality Fund, Inc. (MQY)
  7. BlackRock New York Municipal Income Trust II (BFY)
  8. BlackRock New York Municipal Income Quality Trust (BSE)
  9. BlackRock Municipal Income Investment Trust (BBF)
  10. BlackRock Muni New York Intermediate Duration Fund, Inc. (MNE)
  11. BlackRock New York Municipal Bond Trust (BQH)
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Schedule B

1. The fee agreement, dated as of June 30, 2011, by and between Bank of America, N.A. and BlackRock MuniHoldings Investment Quality Fund relating to the variable rate demand preferred shares of BlackRock MuniHoldings Investment Quality Fund.
2. The fee agreement, dated as of June 30, 2011, by and between Bank of America, N.A. and BlackRock MuniHoldings New York Quality Fund, Inc. relating to the variable rate demand preferred shares of BlackRock MuniHoldings New York Quality Fund, Inc.
3. The fee agreement, dated as of June 30, 2011, by and between Bank of America, N.A. and BlackRock MuniHoldings New Jersey Quality Fund, Inc. relating to the variable rate demand preferred shares of BlackRock MuniHoldings New Jersey Quality Fund, Inc.
4. The fee agreement, dated as of June 30, 2011, by and between Bank of America, N.A. and BlackRock MuniYield Fund, Inc. relating to the variable rate demand preferred shares of BlackRock MuniYield Fund, Inc.
5. The fee agreement, dated as of October 29, 2015, by and between Bank of America, N.A. and BlackRock Long-Term Municipal Advantage Trust relating to the variable rate demand preferred shares of BlackRock Long-Term Municipal Advantage Trust.
6. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock MuniYield Quality Fund, Inc. relating to the variable rate demand preferred shares of BlackRock MuniYield Quality Fund, Inc.
7. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock New York Municipal Income Trust II relating to the variable rate demand preferred shares of BlackRock New York Municipal Income Trust II.
8. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock New York Municipal Income Quality Trust relating to the variable rate demand preferred shares of BlackRock New York Municipal Income Quality Trust.
9. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock Municipal Income Investment Trust relating to the variable rate demand preferred shares of BlackRock Municipal Income Investment Trust.
10. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock Muni New York Intermediate Duration Fund, Inc. relating to the variable rate demand preferred shares of BlackRock Muni New York Intermediate Duration Fund, Inc.
11. The fee agreement, dated as of March 15, 2019, by and between Bank of America, N.A. and BlackRock New York Municipal Bond Trust relating to the variable rate demand preferred shares of BlackRock New York Municipal Bond Trust.