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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 13, 2017

BANK OF AMERICA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-6523
(Commission
File Number)

56-0906609
(I.R.S. Employer
Identification No.)

**100 North Tryon Street
Charlotte, North Carolina 28255**
(Address of principal executive offices)

(704) 386-5681
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 9.01. Financial Statements and Exhibits.

The Current Report on Form 8-K is to incorporate by reference the exhibits listed below into Bank of America Corporation's shelf registration statement on Form S-3 (File No. 333-202354)(as amended, the "Registration Statement").

(d) Exhibits

The following exhibits are incorporated by reference into the Registration Statement as exhibits thereto and are filed herewith:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
1.1	Distribution Agreement dated January 13, 2017 between Bank of America Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated with respect to the offering of the Medium-Term Notes, Series M
4.1	Seventh Supplemental Indenture dated as of January 13, 2017 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 Indenture dated as of January 1, 1995 for senior debt securities, as supplemented
4.2	Form of Global Senior Medium-Term Note, Series M
4.3	Form of Master Global Senior Medium-Term Note, Series M
4.4	Form of Global Subordinated Medium-Term Note, Series M
5.1	Opinion of McGuireWoods LLP as to the legality of the Notes
23.1	Consent of McGuireWoods LLP (contained in Exhibit 5.1)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BANK OF AMERICA CORPORATION

By: /s/ Ross E. Jeffries, Jr.
Ross E. Jeffries, Jr.
Deputy General Counsel and
Corporate Secretary

Dated: January 13, 2017

INDEX TO EXHIBITS

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BANK OF AMERICA CORPORATION

Medium-Term Notes, Series M
Due One Year or More from Date of Issue

DISTRIBUTION AGREEMENT

January 13, 2017

To the Selling Agents listed on
Exhibit A hereto and to
each additional person
that shall become a Selling Agent
pursuant to Section 1(e)
of this Agreement.

Dear Ladies and Gentlemen:

Bank of America Corporation, a Delaware corporation (the “**Company**”), has authorized and proposes to issue and sell from time to time in the manner contemplated by this Agreement its Senior Medium-Term Notes, Series M (the “**Senior Notes**”) and its Subordinated Medium-Term Notes, Series M (the “**Subordinated Notes**,” and together with the Senior Notes, the “**Notes**”). The Senior Notes will be issued pursuant to an Indenture dated as of January 1, 1995 between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “**Senior Trustee**”), as supplemented by the First Supplemental Indenture dated as of September 18, 1998, the Second Supplemental Indenture dated as of May 7, 2001, the Third Supplemental Indenture dated as of July 28, 2004, the Fourth Supplemental Indenture dated as of April 28, 2006, the Fifth Supplemental Indenture dated as of December 1, 2008, the Sixth Supplemental Indenture dated as of February 23, 2011 and the Seventh Supplemental Indenture dated as of January 13, 2017 (collectively, the “**Senior Indenture**”). The Subordinated Notes will be issued pursuant to an Indenture dated as of January 1, 1995 between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “**Subordinated Trustee**”), as supplemented by the First Supplemental Indenture dated as of August 28, 1998, the Second Supplemental Indenture dated as of January 25, 2007 and the Third Supplemental Indenture dated as of February 23, 2011 (collectively, the “**Subordinated Indenture**”). The Senior Trustee and the Subordinated Trustee are collectively referred to herein as the “**Trustees**,” and the Senior Indenture and the Subordinated Indenture are collectively referred to herein as the “**Indentures**.” Unless otherwise agreed between the Company and the applicable Selling Agent (as defined herein), all Notes will be issued in book-entry only form and will be represented by one or more fully registered global securities.

The Notes are unsecured debt securities which have been registered under the Securities Act of 1933, as amended, and the rules and regulations thereunder (the “**Securities Act**”), on Form S-3 with the Securities and Exchange Commission (the “**Commission**”), pursuant to Registration No. 333-202354, as amended on or prior to the date of this Agreement. The registration statement has been declared effective, and the Indentures have been qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations thereunder (the “**Trust Indenture Act**”). Such

registration statement, as amended, including the financial statements, exhibits and schedules thereto, including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430B under the Securities Act or pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the “**Exchange Act**”), is called the “**Registration Statement**.” The term “**Base Prospectus**” shall refer to the prospectus dated May 1, 2015 for the Company’s debt securities and other securities filed as part of the Registration Statement, together with the medium-term notes prospectus supplement for the offering of the Notes dated January 13, 2017, or any amendment thereto or document that supersedes or replaces such prospectus or prospectus supplement (such prospectus supplement, as it may be amended, superseded or replaced, the “**MTN Prospectus Supplement**”), but not including any Pricing Supplement (as defined below), any preliminary pricing supplement, any prospectus addendum or other supplement to the Base Prospectus describing the general terms applicable to a particular type of Note (each such prospectus addendum or other supplement being referred to herein as a “**prospectus supplement**”), or any free writing prospectus (as such term is used in Rule 405 under the Securities Act). The term “**Prospectus**” shall refer to the Base Prospectus, together with the applicable Pricing Supplement and any applicable prospectus supplement. Any preliminary pricing supplement to the Base Prospectus setting forth the preliminary terms of a particular issuance of the Notes and describing the offering thereof and that is used prior to filing of the Prospectus is called, together with the Base Prospectus and any applicable prospectus supplement, a “**preliminary pricing supplement**.” The final terms of a particular issuance of Notes will be set forth in a “**Pricing Supplement**” to the Base Prospectus, which may be accompanied by one or more prospectus supplements that may be filed by the Company under Rule 424(b) under the Securities Act on or after the date of this Agreement.

Any reference herein to the Registration Statement, any preliminary pricing supplement or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act; any reference to any amendment or supplement to any preliminary pricing supplement or the Prospectus shall be deemed to refer to and include any documents filed after the date of such preliminary pricing supplement or Prospectus, as the case may be, under the Exchange Act, and incorporated by reference in such preliminary pricing supplement or Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement. All references in this Agreement to the Registration Statement, a preliminary pricing supplement, the Prospectus or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System (“**EDGAR**”).

The Company confirms its agreement with each of you (individually, a “**Selling Agent**” and collectively, the “**Selling Agents**”) with respect to the issue and sale from time to time by the Company of the Notes as follows:

SECTION 1. Appointment of Selling Agents.

(a) Appointment. Subject to the terms and conditions stated herein, and subject to the reservation by the Company of the right to sell Notes directly on its own behalf, the Company

hereby appoints each of you as a Selling Agent in connection with the offer and sale of the Notes. The Company reserves the right to sell Notes, at any time, on its own behalf to any unsolicited purchaser, whether directly to such purchaser or through an agent for such purchaser. Upon the sale of any Notes to an unsolicited purchaser, no Selling Agent named herein shall be entitled to any commission pursuant to this Agreement.

(b) **Solicitations as Selling Agent.** (i) Subject to the terms and conditions set forth herein, each Selling Agent agrees, as agent of the Company, to use its reasonable best efforts when requested by the Company to solicit offers to purchase particular issuances of the Notes upon the terms and conditions set forth in the Prospectus and the administrative procedures with respect to the sale of Notes as may be agreed upon from time to time between the Selling Agents and the Company (the “**Procedures**”). The initial Procedures set forth in Annex I to this Agreement shall remain in effect until changed in an amendment signed by the Selling Agents and the Company. The Selling Agents and the Company agree to perform the respective duties and obligations specifically provided to be performed by them in the Procedures. Notwithstanding any provision herein to the contrary, the Company reserves the right, in its sole discretion, to suspend solicitation of purchases of the Notes through the Selling Agents, as agents, commencing at any time for any period of time or permanently. The Company will timely deliver notice to the Selling Agents of its decision to suspend solicitations. Upon receipt of instructions from the Company, the Selling Agents will forthwith suspend solicitation of purchases of the Notes until such time as the Company has advised the Selling Agents that such solicitation may be resumed.

(ii) Each Selling Agent will communicate to the Company, orally, each offer to purchase Notes solicited by such Selling Agent on an agency basis, other than those offers rejected by the Selling Agent. Each Selling Agent shall have the right, in its discretion reasonably exercised, to reject any proposed purchase of Notes, in whole or in part, by persons solicited by the Selling Agent and any such rejection shall not be deemed a breach of such Selling Agent’s agreement contained herein. The Company may accept or reject any proposed purchase of the Notes, in whole or in part, and any such rejection shall not be deemed a breach of the Company’s agreement herein.

(iii) All Notes sold through a Selling Agent, as agent, will be sold at 100% of their principal amount unless otherwise agreed to by the Company and such Selling Agent. The principal amount of Notes to be purchased through such Selling Agent, the maturity date of such Notes, the price to be paid to the Company for such Notes, the payment terms of such Notes specified in Exhibit B hereto and any other terms of such Notes shall be agreed upon by the Company and such Selling Agent (each such agreement, a “**Terms Agreement**”) and set forth in a Pricing Supplement to the Base Prospectus to be prepared following each acceptance by the Company of an offer for the purchase of Notes.

(iv) Each Selling Agent, acting as agent, shall use its reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been solicited by such Selling Agent and accepted by the Company. Each Selling Agent shall not have any liability to the Company if any such agency purchase is not consummated for any reason. If the Company shall default on its obligation to deliver Notes to a purchaser whose offer it has accepted, the Company shall (A) hold the Selling Agent for such purchase harmless against any loss, claim or damage arising from or as a

result of such default by the Company and (B) notwithstanding such default, pay to such Selling Agent any commission to which it would be entitled in connection with such sale.

(v) Commissions for Notes Offered on an Agency Basis For those offers to purchase Notes solicited by a Selling Agent and accepted by the Company, the Selling Agent shall be paid a commission to be agreed between the Company and the Selling Agent. In the absence of such an agreement, such commission shall be an amount equal to the applicable percentage of the principal amount of Notes sold by the Company as a result of a solicitation made by such Selling Agent as set forth in Exhibit C hereto.

(c) Purchases as Principal.

(i) The Selling Agents shall not have any obligation to purchase Notes from the Company as principal. However, a Selling Agent and the Company may expressly agree from time to time that such Selling Agent shall purchase Notes as principal. Unless otherwise agreed between the Company and the Selling Agent and, if required by law or otherwise, disclosed in a Pricing Supplement, Notes sold to a Selling Agent as principal shall be purchased by such Selling Agent at a price equal to 100% of the principal amount thereof less a discount equivalent to the applicable commissions set forth in Exhibit C hereto (or such other commissions amount as may be agreed by the Selling Agent and the Company pursuant to a Written Terms Agreement (as defined below) or otherwise) and may be resold by such Selling Agent at prevailing market prices at the time or times of resale as determined by such Selling Agent. The initial Procedures set forth in Annex I to this Agreement shall apply to the purchase of Notes by one or more Selling Agents, as principal, unless otherwise agreed pursuant to a Written Terms Agreement.

(ii) A Selling Agent's commitment to purchase Notes as principal shall be deemed to have been made on the basis of the representations, warranties and covenants of the Company herein contained and shall be subject to the terms and conditions set forth herein, including Section 11(b) hereof. When a Selling Agent and the Company agree that such Selling Agent shall purchase Notes as principal, that agreement shall take the form of (A) a written agreement between such Selling Agent and the Company, which may be substantially in the form of Exhibit D-1 or Exhibit D-2 hereto (a "**Written Terms Agreement**") or (B) an agreement, which may be an oral agreement, between such Selling Agent and the Company confirmed in writing by such Selling Agent to the Company on the terms set forth in the applicable Pricing Supplement and in accordance with the applicable Procedures (referred to as a "**Pricing Agreement**").

(iii) The applicable Selling Agent(s) and the Company shall agree to the principal amount of Notes to be purchased by such Selling Agent(s) as principal, the maturity date of such Notes, the price to be paid to the Company for such Notes, the payment terms of such Notes, any selling restrictions additional to those set forth in the MTN Prospectus Supplement and any other terms of such Notes, all of which shall be specified in each such Written Terms Agreement or Pricing Agreement, as the case may be. Each such Written Terms Agreement or Pricing Agreement may also specify any requirements for officers' certificates, opinions of counsel and letters from the independent public registered accounting firm of the Company pursuant to Section 4 hereof. A Written Terms

Agreement or Pricing Agreement also may specify certain provisions relating to the reoffering of such Notes by such Selling Agent.

(d) Sub-Agents. A Selling Agent may engage the services of any other broker or dealer in connection with the resale of any Notes purchased as principal, but no Selling Agent may appoint sub-agents without the prior consent of the Company. In connection with sales by a Selling Agent of Notes purchased by such Selling Agent as principal to other brokers or dealers, such Selling Agent may allow any portion of the discount received in connection with such purchases from the Company to such brokers and dealers.

(e) Appointment of Additional Selling Agents. Notwithstanding any provision herein to the contrary, the Company reserves the right to appoint additional selling agents for the offer and sale of the Notes, which agency may be on an on-going basis or on a one-time basis. Any such additional selling agent shall become a party to this Agreement and shall thereafter be subject to the provisions hereof and entitled to the benefits hereunder on an on-going basis or on a one-time basis, as applicable, upon the execution of a counterpart hereof or other form of acknowledgment of its appointment hereunder, substantially in the form of letter attached hereto as Exhibit E if the appointment is on a one-time basis or in another form if on an on-going basis, and delivery to the Company of addresses for notice hereunder and under the Procedures. After the time an additional selling agent is appointed, the Company shall deliver to the additional selling agent, at such selling agent's request, copies of the documents delivered to other Selling Agents under Sections 4(b), 4(c), 4(d) and 4(e) and, if such appointment is on an on-going basis, Sections 6(b), 6(c) and 6(d) hereof. If such appointment is on an on-going basis, the Company will notify Merrill Lynch, Pierce, Fenner & Smith Incorporated or any successor or assignee broker-dealer affiliate of the Company ("**Merrill Lynch**") of such appointment.

(f) Selling Restrictions. Each Selling Agent, severally and not jointly, agrees with the Company that:

(i) it has not and will not offer, sell or deliver any of the Notes, directly or indirectly, or distribute the Prospectus or any other offering materials (including any Issuer Free Writing Prospectus (as defined below) or other free writing prospectuses) relating to the Notes in any jurisdiction except under circumstances that will result in compliance with applicable laws and regulations and that will not impose any obligations on the Company except as set forth herein; and

(ii) it will comply in all material respects with (A) the selling restrictions set forth in the MTN Prospectus Supplement under the caption "Supplemental Plan of Distribution (Conflicts of Interest)—Selling Restrictions" and (B) any additional selling restrictions set forth in the applicable Pricing Supplement.

SECTION 2. Representations and Warranties.

(a) The Company represents and warrants to the Selling Agents as of the date hereof, as of the time of each Terms Agreement or Written Terms Agreement, as applicable, and each acceptance (the "**Time of Acceptance**") by the Company of an offer for the purchase of Notes (whether through a Selling Agent as agent or to a Selling Agent as principal), as of the date of

each delivery of Notes (whether through a Selling Agent as agent or to a Selling Agent as principal) (the date of each such delivery to a Selling Agent being hereafter referred to as a “**Settlement Date**”), and as of any time that the Registration Statement, the Base Prospectus or any Pricing Supplement shall be amended or supplemented or there is filed with the Commission any document incorporated by reference into the Prospectus (other than any Current Report on Form 8-K relating exclusively to the issuance of debt securities under the Registration Statement or furnished solely for the purpose of disclosure under Item 2.02 or Item 7.01 of Form 8-K) (each of the times referenced above, including a Settlement Date, being referred to herein as a “**Representation Date**”) as follows:

(i) The Company meets the requirements for use of Form S-3 under the Securities Act and has prepared and filed with the Commission the Registration Statement, which has been declared effective. The Registration Statement meets the requirements of Rule 415(a)(1) under the Securities Act and complies in all other material respects with such Rule 415(a)(1).

(ii) (A) the Registration Statement, as amended or supplemented, the Prospectus, and the applicable Indenture complied, complies or will comply in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Trust Indenture Act, (B) the Registration Statement, as amended as of any such time, did not, does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading and (C) the Prospectus, as amended or supplemented as of any such time, did not, does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (I) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification of the Trustee (Form T-1) under the Trust Indenture Act or (II) the information contained in the Registration Statement or the Prospectus or any amendment thereof or supplement thereto in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Selling Agent specifically for inclusion in the Registration Statement and the Prospectus, it being understood and agreed that the only such information furnished to the Company by or on behalf of any Selling Agent consists of the information described as such in Section 7(b) hereof (the “**Selling Agent Information**”).

(iii) As of the Initial Sale Time with respect to each offering of Notes, the Disclosure Package (as defined below), taken as a whole, will comply in all material respects with the requirements under the Securities Act and the Exchange Act and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with the Selling Agent Information. “**Initial Sale Time**” means, with respect to each offering of Notes, the time after the Time of Acceptance as to such Notes and immediately prior to a Selling Agent’s initial entry into contracts with investors for the sale of such Notes, which such

times shall be recorded by the Selling Agent and furnished to the Company, and deemed to be part of the applicable Terms Agreement or Written Terms Agreement. The term “**Disclosure Package**” shall mean, as to any offering of Notes, collectively, (A) the Base Prospectus, (B) any preliminary pricing supplement, as amended or supplemented, (C) any applicable prospectus supplement filed with the Commission prior to the Initial Sale Time, (D) the issuer free writing prospectuses as defined in Rule 433 under the Securities Act (including, if applicable, any Final Term Sheet (as defined herein)) (each, an “**Issuer Free Writing Prospectus**”), if any, used in connection with such offering and (E) any other free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

(iv) No Issuer Free Writing Prospectus (including any Final Term Sheet), with respect to any offering of Notes, as of the issue date of that document and at all subsequent times through the completion of such offering of Notes or until any earlier date that the Company notified or notifies the Selling Agents as described in the next sentence, includes or will include any information that conflicts or will conflict with the information contained in the Registration Statement, including any document incorporated by reference therein, the Base Prospectus, any preliminary pricing supplement or any Pricing Supplement that has not been superseded or modified. If at any time following delivery of an Issuer Free Writing Prospectus and until the end of the applicable Prospectus Delivery Period (as defined below), there occurs an event or development as a result of which such Issuer Free Writing Prospectus would conflict with the information contained in the Registration Statement, the Base Prospectus, any preliminary pricing supplement or any Pricing Supplement, the Company will promptly notify the Selling Agents and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with the Selling Agent Information. The term “**Prospectus Delivery Period**” shall mean, as to any offering of Notes, the period beginning at the Initial Sale Time and ending on the later of the applicable Settlement Date or such date, as in the opinion of counsel for the Selling Agents, the Prospectus is no longer required to be delivered in connection with sales by a Selling Agent or dealer (except for delivery requirements imposed because such Selling Agent or dealer is an affiliate of the Company), including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act.

(v) The documents incorporated by reference in the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act and, when read together with the other information in the Prospectus and the Disclosure Package, at the date hereof, at the date of the Base Prospectus and at each Representation Date, did not and will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) The Commission has not issued any stop order suspending the effectiveness of the Registration Statement or any order preventing or suspending the use of the

preliminary pricing supplement or the Prospectus, and the Company is without knowledge that any proceedings have been instituted for either purpose.

(vii) This Agreement (and any applicable Written Terms Agreement or Terms Agreement) has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution, and delivery by you (or, in the case of a Written Terms Agreement or Terms Agreement, the applicable Selling Agents), constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and except insofar as the enforceability of the indemnity and contribution provisions contained in this Agreement may be limited by federal and state securities laws, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

(viii) Each Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and, assuming due authorization, execution and delivery by the applicable Trustee, constitutes a legal, valid, and binding instrument of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy; as of the time any Notes are issued and sold hereunder (and under any applicable Written Terms Agreement or Terms Agreement), the Notes will have been duly authorized and when the terms of the Notes and their issuance and sale have been established, and the Notes have been completed, executed, authenticated and delivered (and in the case of Senior Notes represented by a Master Note (as defined in the Procedures attached hereto as Annex I), the Senior Trustee has made an appropriate entry on Schedule 1 to such Master Note identifying the Senior Notes as supplemental obligations thereunder), all in accordance with the provisions of the applicable Indenture, the applicable resolutions of the board of directors of the Company or of any committee of, or duly established by and acting pursuant to the authority of, the board of directors of the Company and any other relevant corporate authority, this Agreement (and any applicable Written Terms Agreement or Terms Agreement) and the instructions of the Company, as applicable, and when the Notes have been delivered against payment of the consideration therefor, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the applicable Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

(ix) The Company has not distributed and will not distribute, prior to the later of the Settlement Date and the completion of the Selling Agents' (acting as principals) distribution of any Notes issued hereunder, any offering material in connection with the offering and sale of those Notes other than the Base Prospectus, any preliminary pricing supplement, the Pricing Supplement, and any Permitted Free Writing Prospectus (as defined below).

(x) The Company has complied and will comply with all the provisions of Florida H.B. 1771, codified as Section 517.075 of the Florida Statutes, 1987, as amended, and all regulations promulgated thereunder relating to issuers doing business in Cuba; provided, however, that in the event that such Section 517.075 shall be repealed, or amended such that issuers shall no longer be required to disclose in prospectuses information regarding business activities in Cuba or that a broker, dealer or agent shall no longer be required to obtain a statement from issuers regarding such compliance, then this representation and agreement shall be of no further force and effect.

(xi) XBRL. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement and the Base Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(b) Additional Certifications. Any certificate signed by any director or officer of the Company and delivered to a Selling Agent or to counsel for such Selling Agent in connection with an offering of Notes or the sale of Notes to a Selling Agent as principal shall be deemed a representation and warranty by the Company to such Selling Agent as to the matters covered thereby on the date of such certificate and at each Representation Date subsequent thereto.

SECTION 3. Covenants of the Company.

The Company covenants with the Selling Agents as follows:

(a) Notice of Certain Events. The Company will notify Merrill Lynch immediately of (i) the filing or effectiveness of any amendment to the Registration Statement, (ii) the filing of any supplement to the Base Prospectus or the filing of any Issuer Free Writing Prospectus (other than any such supplement or Issuer Free Writing Prospectus that is otherwise approved or consented to by the applicable Selling Agents (or their counsel) pursuant to the terms of this Agreement) or any document to be filed pursuant to the Exchange Act, which will be incorporated by reference in the Prospectus (other than documents available via EDGAR), (iii) the receipt of any comments from the Commission with respect to the Registration Statement, the Prospectus or any Disclosure Package (other than with respect to a document filed with the Commission pursuant to the Exchange Act which will be incorporated by reference in the Registration Statement, the Base Prospectus and the Prospectus), (iv) any request by the Commission for any amendment to the Registration Statement, any amendment or supplement to the Prospectus or any Disclosure Package or for additional information relating thereto (other than such a request with respect to a document filed with the Commission pursuant to the Exchange Act, which will be incorporated by reference in the Registration Statement, the Base Prospectus and the Prospectus), (v) the receipt by the Company of any notification with respect to the suspension of the qualification of the Notes

for sale in any jurisdiction as described in Section 3(m) of this Agreement or the initiation or threatening of any proceeding for such purpose, and (vi) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) Notice of Certain Proposed Filings. The Company will give Merrill Lynch notice of its intention to file or prepare any additional registration statement with respect to the registration of additional Notes or any amendment or supplement to the Registration Statement, the Prospectus or the applicable Disclosure Package (other than a Pricing Supplement or an amendment or supplement providing solely for a change in the payment terms or maturity dates of Notes or similar changes or an amendment or supplement effected by the filing of a document with the Commission pursuant to the Exchange Act) and will furnish Merrill Lynch with a copy of each such proposed registration statement, amendment or supplement proposed to be filed or prepared a reasonable time in advance of such proposed filing or preparation, as the case may be, for review, and will not file or use any such proposed registration statement, amendment or supplement to which Merrill Lynch or counsel to Merrill Lynch reasonably object.

(c) Copies of the Registration Statement and the Prospectus and Exchange Act Filings. The Company will deliver to the Selling Agents, without charge, as many signed and conformed copies of (i) the Indentures; (ii) the Registration Statement (as originally filed) and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated by reference in the Prospectus) and (iii) a certified copy of the corporate authorization of the issuance and sale of the Notes as the Selling Agents may reasonably request. The Company will furnish to the Selling Agents as many copies of the Base Prospectus, any preliminary pricing supplement and the Prospectus (each as amended or supplemented) or any Issuer Free Writing Prospectus as the Selling Agents shall reasonably request so long as the Selling Agents are required to deliver a Prospectus in connection with sales or solicitations of offers to purchase the Notes under the Securities Act. Upon request, the Company will furnish to the Selling Agents a paper copy of any Annual Report on Form 10-K, Quarterly Report on Form 10-Q or Current Report on Form 8-K filed by the Company with the Commission pursuant to the Exchange Act as soon as practicable after the filing thereof, if such documents are not then publicly available on a website or other electronic system maintained by the Commission.

(d) Registration Statement Renewal Deadline. If, immediately prior to the third anniversary (the “**Renewal Deadline**”) of the initial effective date of the Registration Statement, any of the Notes purchased as principal remain unsold by the Selling Agents, the Company will file, prior to the Renewal Deadline, if it has not already done so and is eligible to do so, a new shelf registration statement relating to the applicable Notes, and will use its best efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other reasonable action necessary or appropriate to permit the public offering and sale of such Notes to continue as contemplated in the expired registration statement relating to such Notes. References in this Agreement to the Registration Statement shall include such new shelf registration statement.

(e) Preparation of Pricing Supplements. The Company will prepare, with respect to any Notes to be sold through or to a Selling Agent pursuant to this Agreement, a Pricing Supplement with respect to such Notes in substantially the form previously approved by the Selling Agents or their counsel and will file such Pricing Supplement with the Commission pursuant to Rule 424(b) under the Securities Act not later than the close of business on the second business day following the earlier of the date of the determination of the offering price for the applicable Notes or the date on which such Pricing Supplement is first used. If a Selling Agent has advised the Company in writing that such Selling Agent is relying, in connection with any offering of Notes, upon the exemption from Section 5(b) of the Securities Act set forth in Rule 172 under the Securities Act, and the Company is unable to file the applicable Pricing Supplement within the time period specified in the previous sentence, the Company shall file such Pricing Supplement as soon as practicable thereafter, to the extent permitted by Rule 172(c)(3) under the Securities Act.

(f) Revisions of Prospectus—Material Changes. Except as otherwise provided in subsection (p) of this Section 3, if at any time during the term of this Agreement any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Selling Agents or counsel for the Company, to further amend or supplement the Prospectus or any Disclosure Package in order that the Prospectus or such Disclosure Package will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein not misleading in light of the circumstances then existing, or if it shall be necessary, in the reasonable opinion of either such counsel, to amend or supplement the Registration Statement, the Prospectus or any Disclosure Package in order to comply with the requirements of the Securities Act or the Exchange Act, immediate notice shall be given, and confirmed in writing, to each Selling Agent to cease the solicitation of offers to purchase the applicable Notes in the Selling Agent's capacity as agent (and, if so notified, such Selling Agent shall promptly cease such solicitation) and to cease sales of any such Notes the Selling Agent may then own as principal, and the Company will promptly prepare and file with the Commission such amendment or supplement, whether by filing documents pursuant to the Exchange Act, the Securities Act or otherwise (including, if consented to by the Selling Agents, by means of an Issuer Free Writing Prospectus), as may be necessary to correct such untrue statement or omission or to make the Registration Statement, the Prospectus or the applicable Disclosure Package comply with such requirements.

(g) Final Term Sheet. If requested by the applicable Selling Agents, with respect to an offering of Notes hereunder, the Company will prepare a final term sheet containing only a description of such Notes, in a form approved by the applicable Selling Agents or their counsel, and will file such term sheet pursuant to Rule 433(d) under the Securities Act within the time required by such rule (each such term sheet, a "**Final Term Sheet**"). The form of such Final Term Sheet may be set forth as an exhibit or an annex to a Written Terms Agreement. Any such Final Term Sheet is an Issuer Free Writing Prospectus for purposes of this Agreement.

(h) Permitted Free Writing Prospectuses. (i) The Company represents and agrees that it has not made, and unless it obtains the prior written consent (which may be in electronic form) of the applicable Selling Agents or their counsel, it will not make, and each Selling Agent represents and agrees that it has not made, and unless it obtains the prior written consent (which may be in electronic form) of the Company, it will not make, any offer relating to the Notes that

would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405 under the Securities Act) required to be filed with the Commission or retained under Rule 433 under the Securities Act; provided, that prior written consent of the Selling Agents shall be deemed to have been given with respect to each Issuer Free Writing Prospectus approved by such Selling Agents (or their counsel) in connection with an offering of Notes pursuant to this Agreement, including any Final Term Sheet in the form of Exhibit A-2 to the form of Written Terms Agreement in Exhibit D-1, which is attached hereto, when issued in accordance with the terms of the applicable Written Terms Agreement or Terms Agreement and any other Final Term Sheet. Any such free writing prospectus consented to by the Company and the applicable Selling Agent or Selling Agents (or their counsel) is referred to herein as a “**Permitted Free Writing Prospectus**.” Unless otherwise agreed by the Company and the applicable Selling Agents, the Company (A) has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (B) has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 under the Securities Act applicable to any Permitted Free Writing Prospectus, including in respect of the contents thereof, timely filing with the Commission, legending and record keeping. The Company consents to the use by any Selling Agent of a free writing prospectus that (1) is not an “issuer free writing prospectus” as defined in such Rule 433, and (2) complies with the requirements of Rule 164 and Rule 433 and contains only (X) information describing the preliminary terms of the Notes or their offering, (Y) information permitted by Rule 134 under the Securities Act or (Z) information that describes the final terms of the Notes or their offering and that is included in the Final Term Sheet of the Company contemplated in Section 3(g) of this Agreement. In addition, a Selling Agent may use and distribute a road show (as defined in such Rule 433) prepared or recorded with the Company, unless (1) the Company reasonably requests otherwise in writing and (2) the Company otherwise ceases its own use or replay of such road show. The prior sentence shall not limit any of the Company’s obligations under paragraph (f) above.

(ii) The Company and each Selling Agent acknowledge that the parties hereto may formulate from time to time written policies governing free writing prospectuses that vary and differ from the provisions of this Section 3(h). Such written policies may be applicable to one or more issuances of Notes, and may relate to, without limitation, (A) the obligations of the Company and the Selling Agents for filing free writing prospectuses with the Commission, (B) procedures for the preparation, review and use of free writing prospectuses, (C) the Selling Agent’s preparation and distribution of free writing prospectuses that are not subject to the filing requirements of Rule 433(d)(1)(ii) under the Securities Act (a “**Selling Agent Represented Limited-Use Free Writing Prospectus**”), (D) whether the use of any free writing prospectus shall be conditioned upon the delivery of a legal opinion from counsel to the Company and/or the Selling Agents and (E) any other related matters as the Company may agree from time to time with one or more of the Selling Agents.

(i) Use of Proceeds. The Company shall apply the net proceeds from the sale of the Notes hereunder in the manner described under the caption “Use of Proceeds” in the Prospectus or as specified in the applicable Disclosure Package.

(j) Periodic Financial Information. Except as otherwise provided in subsection (p) of this Section 3, within twenty-four hours of a release to the general public of interim financial

statement information related to the Company with respect to each of the first three quarters of any fiscal year or preliminary financial statement information with respect to any fiscal year, the Company shall promptly furnish such information to the Selling Agents (if the documents containing such information are not then publicly available on a website or other electronic system maintained by the Commission).

(k) Audited Financial Information. Except as otherwise provided in subsection (p) of this Section 3, on or prior to the date on which there shall be released to the general public financial information included in or derived from the audited financial statements of the Company for the preceding fiscal year, the Company shall furnish promptly such information to the Selling Agents (if the documents containing such information are not then publicly available on a website or other electronic system maintained by the Commission).

(l) Earnings Statements. Unless otherwise provided in the applicable Written Terms Agreement or Terms Agreement, the Company will make generally available to its security holders as soon as practicable, but not later than 60 days after the close of the period covered thereby, an earnings statement (in form complying with the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act) covering each twelve-month period beginning, in each case, not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in such Rule 158) of the Registration Statement with respect to each sale of Notes.

(m) Blue Sky Qualification. The Company will endeavor, in cooperation with the Selling Agents, to qualify the Notes for offering and sale under the applicable securities laws of such states and other jurisdictions of the United States as the Selling Agents may designate and will maintain such qualifications in effect for as long as may be required for the distribution of the Notes; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified. The Company will file such statements and reports as may be required by the laws of each jurisdiction in which the Notes have been qualified as above provided. The Company will promptly advise the Selling Agents of the receipt by the Company of any notification with respect to the suspension of the qualification of the Notes for sale in any such state or jurisdiction or the initiating or threatening of any proceeding for such purpose.

(n) Exchange Act Filings. The Company, during the period when the Prospectus is required to be delivered under the Securities Act, will file promptly all documents required to be filed with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(o) Shareholder Reports and Communications. So long as any Notes are outstanding, the Company shall furnish to the Selling Agents copies of all reports or other communications (financial or other) furnished to its stockholders generally (unless such reports or communications are available on the Company's website or are otherwise publicly available), and to deliver (i) as soon as they are available, copies of any reports and financial statements filed with or furnished to the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as the Selling Agents may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and

its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); provided, that in the case of each of clause (i) and (ii), such delivery will not be required hereunder to the extent that the applicable documents are publicly available on EDGAR or otherwise on any website or electronic system maintained by the Commission.

(p) Suspension of Certain Obligations. The Company shall not be required to comply with the provisions of subsections (f), (g), (h), (j) or (k) of this Section 3 or the provisions of Sections 6(b), 6(c) and 6(d) during any period from the time the Selling Agents shall have suspended solicitation of purchases of the Notes in their capacity as agent pursuant to a notice from the Company; provided, that the Selling Agents shall not then hold any Notes as principal purchased from the Company, until the time the Company shall determine that solicitation of purchases of the Notes should be resumed or shall subsequently agree for the Selling Agents to purchase Notes as principal.

SECTION 4. Conditions of Obligations.

The obligations of a Selling Agent to solicit offers to purchase the Notes as agent of the Company, the obligations of any purchasers of the Notes sold through any Selling Agent as agent and any obligation of a Selling Agent to purchase Notes as principal pursuant to any agreement therefor will be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of each applicable Representation Date, to the accuracy of the statements of the Company's officers made in any certificate furnished pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No Stop Order; No Objection from the Financial Industry Regulatory Authority, Inc. ("FINRA"). For the period from and after effectiveness of this Agreement and prior to the applicable Settlement Date:

(i) No stop order suspending the effectiveness of the Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission; and

(ii) FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements that have not been resolved following good faith discussions between the Company and the applicable Selling Agents.

(b) Legal Opinions. On the date hereof, the Selling Agents shall have received the following legal opinions, dated as of the date hereof and in form and substance satisfactory to the Selling Agents:

(i) Opinion of Company Counsel. The opinion of McGuireWoods LLP, counsel for the Company, to the effect of paragraphs (A) and (E) through (M) below, and the opinion of the General Counsel of the Company (or such other attorney, reasonably acceptable to counsel to the Selling Agents, who exercises general supervision or review in connection with a particular securities law matter for the Company), to the effect of paragraphs (B) through (D) below:

(A) The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its properties and conduct its business as described in the Prospectus and is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended. Bank of America, N.A. (the “**Principal Subsidiary Bank**”) is a national banking association formed under the laws of the United States and authorized thereunder to transact business.

(B) Each of the Company and the Principal Subsidiary Bank is qualified or licensed to do business in each jurisdiction in which such counsel has knowledge that the Company or the Principal Subsidiary Bank, as the case may be, is required to be so qualified or licensed.

(C) All the outstanding shares of capital stock of the Principal Subsidiary Bank have been duly and validly authorized and issued and are fully paid and (except as provided in 12 U.S.C. §55, as amended) nonassessable, and, except as otherwise set forth in the Base Prospectus, all outstanding shares of capital stock of the Principal Subsidiary Bank (except directors’ qualifying shares) are owned, directly or indirectly, by the Company free and clear of any perfected security interest and such counsel is without knowledge of any other security interests, claims, liens or encumbrances with respect thereto.

(D) Such counsel is without knowledge that there is (1) any pending or threatened action, suit or proceeding before or by any court or governmental agency, authority or body, domestic or foreign, or any arbitrator involving the Company or any of its subsidiaries, required to be disclosed in the Registration Statement or the Base Prospectus, which is omitted or not adequately disclosed therein, or (2) any contract or other document required to be described in the Registration Statement or the Base Prospectus, or to be filed as an exhibit to the Registration Statement, which is not so described or filed as required.

(E) This Agreement has been duly authorized, executed and delivered by the Company and assuming due authorization, execution and delivery by you, constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and except insofar as the enforceability of the indemnity and contribution provisions contained in this Agreement may be limited by federal and state securities laws, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

(F) Each of the Indentures has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and assuming the due authorization, execution and delivery by the applicable

Trustee, constitutes a legal, valid and binding instrument of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

(G) The Notes have been duly authorized, subject to further specific authorization for each issuance of Notes by proper action of the Company, and, when the terms of the Notes and their issuance and sale have been established, the Notes have been completed, executed, authenticated and delivered (and in the case of Notes represented by a Master Note (as defined in the Procedures attached hereto as Annex I), the Senior Trustee has made an appropriate entry on Schedule 1 to the applicable Master Note identifying the Senior Notes as supplemental obligations thereunder), all in accordance with the provisions of the applicable Indenture, the applicable resolutions of the board of directors of the Company or of any committee of, or duly established by and acting pursuant to the authority of, the board of directors of the Company and any other relevant corporate authority, this Agreement (and any applicable Written Terms Agreement or Terms Agreement) and the instructions of the Company, as applicable, and the Notes have been delivered against payment of the consideration therefor, the Notes will constitute legal, valid and binding obligations of the Company up to the maximum aggregate offering price of the Notes authorized for issuance, entitled to the benefits of such Indenture, and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

(H) The Registration Statement has become effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement has been issued and such counsel is without knowledge that any proceedings for that purpose have been instituted or threatened; and the Registration Statement, the Prospectus and each amendment thereof or supplement thereto (other than (a) the financial statements, supporting schedules, footnotes and other financial, accounting and statistical information contained therein or incorporated by reference therein, as to which such counsel need express no opinion and (b) that part of the Registration Statement which constitutes the Forms T-1, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Trust Indenture Act, and the respective rules and regulations thereunder.

(I) The statements made in the Base Prospectus in the first three paragraphs under the caption “Description of Debt Securities—Form and Denomination of Debt Securities,” as supplemented and/or superseded by the statements in the MTN Prospectus Supplement under the caption “Description of the Notes—Form, Exchange, Registration, and Transfer of Notes,” insofar as they purport to constitute summaries of the terms of the Notes, constitute accurate summaries of the terms purported to be summarized in all material respects.

(J) The statements made in the Base Prospectus under the caption “Description of Debt Securities,” as supplemented and/or superseded by the statements in the MTN Prospectus Supplement under the caption “Description of the Notes,” insofar as they purport to constitute summaries of the terms of the applicable Indenture, constitute accurate summaries of the terms purported to be summarized in all material respects.

(K) None of the issuance and sale of the Notes, the consummation of any other of the transactions herein contemplated, and the fulfillment of the terms hereof will conflict with, result in a breach of, or constitute a default under (1) the Company’s Amended and Restated Certificate of Incorporation or Bylaws, as amended to date, (2) the terms of any indenture or other material agreement or instrument known to such counsel and to which the Company or the Principal Subsidiary Bank is a party or bound, or (3) any order, law or regulation known to such counsel to be applicable to the Company or the Principal Subsidiary Bank of any U.S. court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or the Principal Subsidiary Bank.

(L) No consent, approval, authorization or order of any court or governmental agency or body in the United States is necessary or required on behalf of the Company for the consummation of the transactions contemplated herein, except such as have been obtained under the Securities Act and such as may be required under blue sky, state securities or insurance or similar laws of the United States in connection with the purchase and distribution of the Notes and such other approvals (specified in such opinion) as have been obtained.

(M) Such counsel is without knowledge of any rights to the registration of securities of the Company under the Registration Statement which have been exercised or which have not been waived by the holders of such rights or which have not expired by reason of lapse of time following notification of the Company’s intention to file the Registration Statement.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the States of North Carolina and New York, the United States or the General Corporation Law of the State of Delaware, to the extent deemed proper and specified in such opinion, upon the opinion of counsel for the Selling Agents or upon the opinion of other counsel of good standing believed to be reliable and who are satisfactory to counsel for the Selling Agents, and (B) as to matters of

fact, to the extent deemed proper, on certificates of responsible officers of the Company and its subsidiaries and public officials.

In rendering such opinion, but without opining in connection therewith, such counsel shall state that, although it expresses no view as to portions of the Registration Statement or Base Prospectus, including any document incorporated by reference therein, consisting of financial statements, supporting statements, footnotes and other financial, accounting and statistical information, that part of the Registration Statement which constitutes the Forms T-1 or statements in the Prospectus concerning the securities and other commercial laws of countries or jurisdictions other than the United States, and it has not independently verified, is not passing upon and assumes no responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or Base Prospectus or any amendment or supplement thereto (other than as stated in (I) and (J) above), nothing has come to its attention that has caused it to believe that such remaining portions of the Registration Statement or any amendment thereto, insofar as it relates to the offering of the Notes, at the time it became effective, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading or that, subject to the foregoing with respect to financial statements and other financial, accounting and statistical information, the Base Prospectus, as amended or supplemented, as of the date of such opinion, insofar as it relates to the offering of the Notes, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, “time it became effective” means (i) the date on which the Registration Statement initially became effective and (ii) the later of (A) the date on which the most recent post-effective amendment thereto (if any) became effective and (B) the date of filing of the Company’s Annual Report on Form 10-K.

(ii) Opinion of Counsel to the Selling Agents. The opinion of Morrison & Foerster LLP, counsel to the Selling Agents, covering the matters referred to in subparagraph (i) under the subheadings (E) through (J), inclusive, above.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of New York, the United States or the General Corporation Law of the State of Delaware, to the extent deemed proper and specified in such opinion, upon the opinion of counsel for the Company or upon the opinion of other counsel of good standing believed to be reliable and who are satisfactory to counsel for the Company, and (B) as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and its subsidiaries and public officials.

In rendering such opinion, but without opining in connection therewith, such counsel shall state that while it has not verified, is not passing upon and assumes no responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or Base Prospectus or any amendment or supplement thereto (other than as stated in (I) and (J) above), it has participated in reviews and discussions in connection with the preparation of the Registration Statement and Base Prospectus (the documents incorporated by reference having

been prepared and filed by the Company without its participation), and in the course of such reviews and discussions, nothing has come to its attention which would lead it to believe that the Registration Statement at the time it became effective or as of the date hereof (except for the financial statements, schedules and the notes thereto and the other financial information included or incorporated by reference therein, as to which it expresses no belief) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading or that the Base Prospectus, as amended or supplemented, as of its date or as of the date of such opinion (except for the financial statements, schedules and the notes thereto and the other financial data included or incorporated by reference therein, as to which it expresses no belief) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Officer's Certificate. On the date hereof, the Selling Agents shall have received a certificate of the Company, signed by the Treasurer, any Senior or other Vice President, any Managing Director, any Director – Corporate Treasury or any other officer of the Company duly authorized by, or pursuant to the authority of, the Company's board of directors to act in connection with the issuance and sale of the Notes, dated as of the date hereof, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Base Prospectus and this Agreement and they are without knowledge that (i) since the respective dates as of which information is given in the Registration Statement and the Base Prospectus, there has been any material adverse change or any development involving a prospective material adverse change in the condition (financial or other), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Base Prospectus, (ii) the representations and warranties of the Company contained in Section 2 hereof are not true and correct with the same force and effect as though expressly made at and as of the date of such certificate, (iii) the Company has not performed or complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the date of such certificate, (iv) any stop order suspending the effectiveness of the Registration Statement has been issued or any proceedings for that purpose have been instituted or threatened by the Commission, and (v) any litigation or proceeding is pending to restrain or enjoin the issuance or delivery of the Notes, or which in any way affects the validity of the Notes.

(d) Comfort Letter. On the date hereof, the Selling Agents shall have received a letter from PricewaterhouseCoopers LLP ("**PricewaterhouseCoopers**") dated as of the date hereof and in form and substance satisfactory to the Selling Agents, to the effect that:

(i) They are an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States).

(ii) In their opinion, the consolidated financial statements of the Company and its subsidiaries audited by them and incorporated by reference in the Registration Statement and Base Prospectus comply as to form in all material respects with the

applicable accounting requirements of the Securities Act and the Exchange Act and the related rules and regulations adopted by the Commission.

(iii) On the basis of procedures (but not an audit in accordance with generally accepted auditing standards) consisting of:

(A) Reading the minutes of the meetings of the stockholders, the board of directors, executive committee and audit committee of the Company and the boards of directors of its subsidiaries as set forth in the minute books through a specified date not more than five business days prior to the date of delivery of such letter;

(B) Performing the procedures specified by the Public Company Accounting Oversight Board (the “PCAOB”) for a review of interim financial information as described in PCAOB AU 722, *Interim Financial Information*, on the unaudited condensed consolidated interim financial statements of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement and Base Prospectus and reading the unaudited interim financial data, if any, for the period from the date of the latest balance sheet included or incorporated by reference in the Registration Statement and Base Prospectus to the date of the latest available interim financial data; and

(C) Making inquiries of certain officials of the Company who have responsibility for financial and accounting matters regarding the specific items for which representations are requested below, nothing has come to their attention as a result of the foregoing procedures that caused them to believe that:

(1) any material modifications should be made to the unaudited condensed consolidated interim financial statements, included or incorporated by reference in the Registration Statement and Base Prospectus, for them to be in conformity with generally accepted accounting principles;

(2) the unaudited condensed consolidated interim financial statements incorporated by reference in the Registration Statement and Base Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the published rules and regulations thereunder;

(3) (i) at the date of the latest available interim financial data and at the specified date not more than five business days prior to the date of the delivery of such letter, there was any change in the common stock and additional paid-in capital, preferred stock or the consolidated long-term debt of the Company and its subsidiaries on a consolidated basis as compared with the amounts shown in the latest balance sheet included or incorporated by reference in the Registration Statement and the Base Prospectus or (ii) for the period from the date of the latest available financial data to a

specified date not more than five business days prior to the delivery of such letter, there was any change in the common stock and additional paid-in capital, preferred stock or the consolidated long-term debt of the Company and its subsidiaries on a consolidated basis, except in all instances for changes or decreases which the Registration Statement and Base Prospectus discloses have occurred or may occur, or, in the case of each of (i) and (ii), PricewaterhouseCoopers shall state any specific changes or decreases.

(D) The letter shall also state that PricewaterhouseCoopers has carried out certain other specified procedures, not constituting an audit, with respect to certain amounts, percentages and financial information which are included or incorporated by reference in the Registration Statement and Base Prospectus and which are specified by the Selling Agents and agreed to by PricewaterhouseCoopers, and has found such amounts, percentages and financial information to be in agreement with the relevant accounting, financial and other records of the Company and its subsidiaries identified in such letter.

(E) If such letter or letters are delivered to a Selling Agent as a condition to closing in an offering of Notes that such Selling Agent has agreed to purchase as principal, subsequent to the respective dates as of which information is given in the Registration Statement, the Base Prospectus and the applicable Disclosure Package, there shall not have been (I) any change or decrease specified in such letter or letters or (II) any change, or any development involving a prospective change, in or affecting the condition (financial or other), earnings, business or properties of the Company and its subsidiaries the effect of which, in any case referred to in clause (I) or (II) above, is, in the judgment of the applicable Selling Agent, so material and adverse as to make it impractical or inadvisable to proceed with the offering or the delivery of such Notes.

(c) Other Documents. On the date hereof and on each Settlement Date with respect to any purchase of Notes by a Selling Agent as principal pursuant to a Written Terms Agreement, counsel to the Selling Agents shall have been furnished with such documents and opinions as such counsel may reasonably require for the purpose of enabling such counsel to pass upon the issuance and sale of Notes as herein contemplated, or in order to evidence the accuracy and completeness of any of the representations and warranties, or the fulfillment of any of the conditions, contained herein; and all proceedings taken by the Company in connection with the issuance and sale of Notes as herein contemplated shall be satisfactory in form and substance to such Selling Agent and to counsel to the Selling Agents.

(f) No Material Misstatements or Omissions. There shall not have come to the Selling Agent's attention any facts that would cause such Selling Agent to believe that any Disclosure Package, including any Selling Agent Represented Limited-Use Free Writing Prospectus, at the Initial Sale Time with respect to the Notes to be issued, included any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time of such delivery, not misleading.

If any condition specified in this Section 4 shall not have been fulfilled in all material respects when and as required by this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Selling Agents and their counsel, this Agreement and all obligations of the Selling Agents may be terminated by the Selling Agents by notice to the Company at any time and any such termination shall be without liability of any party to any other party, except that the covenant regarding provision of an earnings statement set forth in Section 3(l) of this Agreement, the indemnity and contribution agreements set forth in Sections 7 and 8 of this Agreement, the provisions concerning payment of expenses under Section 9 of this Agreement, the provisions concerning the survival of the representations, warranties and agreements set forth in Section 10 of this Agreement and the provisions regarding parties set forth under Section 13 of this Agreement shall remain in effect.

SECTION 5. Delivery of and Payment for Notes Sold through the Selling Agents

Delivery of Notes sold through a Selling Agent as agent shall be made by the Company to such Selling Agent for the account of any purchaser only against payment therefor in immediately available funds. In the event that a purchaser shall fail either to accept delivery of or to make payment for Notes on the date fixed for settlement, the Selling Agent shall promptly notify the Company and deliver the Notes to the Company, and, if the Selling Agent has theretofore paid the Company for such Notes, the Company will promptly return such funds to the Selling Agent. If such failure occurred for any reason other than default by the Selling Agent in the performance of its obligations hereunder, the Company will reimburse the Selling Agent on an equitable basis for its loss of the use of the funds for the period such funds were credited to the Company's account.

SECTION 6. Additional Covenants of the Company.

The Company covenants and agrees with the Selling Agents that:

(a) Reaffirmation of Representations and Warranties. Without limiting the provisions of the first paragraph of Section 2(a), each acceptance by it of an offer for the purchase of Notes, and each delivery of Notes to a Selling Agent pursuant to a sale of Notes to such Selling Agent as principal, shall be deemed to be an affirmation that the representations and warranties of the Company contained in this Agreement and in any certificate theretofore delivered to such Selling Agent pursuant to this Agreement are true and correct at the time of such acceptance, sale or delivery, as the case may be (and it is understood that such representations and warranties shall relate to the Registration Statement, the Prospectus as amended and supplemented and the applicable Disclosure Package to each such time).

(b) Subsequent Delivery of Certificates. Each time (i) the Company files with the Commission any Annual Report on Form 10-K or Quarterly Report on Form 10-Q that is incorporated by reference into the Prospectus, (ii) if required by the Selling Agents, the Registration Statement, any Disclosure Package or the Base Prospectus has been amended or supplemented (other than by filing of a preliminary pricing supplement or a Pricing Supplement or by an amendment or supplement (A) changing the payment terms of the Notes or similar changes, (B) which relates exclusively to an offering of securities other than the Notes or (C) which the applicable Selling Agents deem immaterial) or (iii) if requested by a Selling Agent, on the

applicable Settlement Date, each time the Selling Agent purchases Notes as principal pursuant to Section 1(c) of this Agreement, the Company shall furnish or cause to be furnished to the Selling Agents forthwith a certificate of the Company, signed by the President, Treasurer, Secretary, or any Managing Director or Senior Vice President of the Company, or such other officer of the Company duly authorized by or pursuant to the authority of the Company's board of directors and satisfactory to the Selling Agents or their counsel, dated the later of (x) the date of filing with the Commission of such document or (y) if applicable, the date of effectiveness of such document, or the Settlement Date, as the case may be, in form satisfactory to the Selling Agents to the effect that the statements contained in the certificate referred to in Section 4(c) of this Agreement which was last furnished to the Selling Agents are true and correct at such time as though made at and as of such time (except that such statements shall be deemed to relate to the Registration Statement, the applicable Disclosure Package and the Base Prospectus as amended and supplemented to such time) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 4(c), modified as necessary to relate to the Registration Statement, the applicable Disclosure Package and the Base Prospectus as amended and supplemented to the time of delivery of such certificate. If such certificate is delivered pursuant to clause (iii) above at the request of a Selling Agent, such certificate shall also relate to the applicable Disclosure Package as of the applicable Initial Sale Time.

(c) Subsequent Delivery of Legal Opinions. Each time (i) the Company files with the Commission any Annual Report on Form 10-K or Quarterly Report on Form 10-Q, (ii) if required by the Selling Agents, the Registration Statement, any Disclosure Package or the Base Prospectus has been amended or supplemented (other than by filing of a preliminary pricing supplement or a Pricing Supplement or by an amendment or supplement (A) changing the payment terms of the Notes or similar changes (B), which relates exclusively to an offering of securities other than the Notes or (C) which the applicable Selling Agents deem immaterial) or (iii) if requested by a Selling Agent, on the applicable Settlement Date, each time the Selling Agent purchases Notes as principal pursuant to Section 1(c) of this Agreement, the Company shall furnish or cause to be furnished forthwith to the Selling Agents and to counsel to the Selling Agents the written opinions of McGuireWoods LLP, counsel to the Company, and the General Counsel of the Company (or such other attorney, reasonably acceptable to counsel to the Selling Agents, who exercises general supervision or review in connection with a particular securities law matter for the Company) dated the later of (x) the date of filing with the Commission of such document or (y) if applicable, the date of effectiveness of such document, or the Settlement Date, as the case may be, in form and substance satisfactory to the Selling Agents, of the same tenor as the opinions referred to in Section 4(b)(i) hereof, but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinions (including, if applicable, any free writing prospectuses to be reflected in such opinion pursuant to the provisions of Section 3(h)(ii) above); or, in lieu of such opinions, counsel last furnishing such opinions to the Selling Agents shall furnish the Selling Agents with a letter substantially to the effect that the Selling Agents may rely on such last opinion to the same extent as though it was dated the date of such letter authorizing reliance (except that statements in such last opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented (including, if applicable, any free writing prospectuses to be reflected in such letter pursuant to the provisions of Section 3(h)(ii) above)). If such opinion is delivered pursuant to clause (iv) above at the request of a Selling Agent, such opinion shall also relate to (A) the applicable Disclosure Package as of the applicable Initial Time of Sale, (B) the applicable form of note representing the Notes

described in the applicable Pricing Supplement and (C) if applicable, the Written Terms Agreement.

(d) Subsequent Delivery of Comfort Letters. Each time (i) the Company files with the Commission any Annual Report on Form 10-K, (ii) if required by the Selling Agents, the Company files with the Commission any Quarterly Report on Form 10-Q, (iii) if required by the Selling Agents, the Registration Statement, any Disclosure Package or the Base Prospectus has been amended or supplemented to include additional financial information required to be set forth or incorporated by reference into the Prospectus under the terms of Item 11 of Form S-3 under the Securities Act or (iv) if requested by a Selling Agent, on the applicable Settlement Date, each time the Selling Agent purchases Notes as principal pursuant to Section 1(c) of this Agreement, the Company shall cause PricewaterhouseCoopers forthwith to furnish the Selling Agents a letter (which may refer to letters previously delivered to the Selling Agents), dated the later of (x) the date of filing with the Commission of such document or (y) if applicable, the date of effectiveness of such document, or the Settlement Date, as the case may be, in form satisfactory to the Selling Agents, of the same tenor as the portions of the letter set forth in clauses (i) and (ii) of Section 4(d) of this Agreement but modified to relate to the Registration Statement and Prospectus, as amended and supplemented to the date of such letter, and of the same general tenor as the portions of the letter set forth in clause (iii) of said Section 4(d) with such changes as may be necessary to reflect changes in the financial statements and other information derived from the accounting records of the Company. If any other information included therein or in the applicable Disclosure Package is of an accounting, financial or statistical nature, the Selling Agents may request procedures be performed with respect to such other information. If PricewaterhouseCoopers is willing to perform and report on the requested procedures, such letter should cover such other information. Any letter required to be provided by PricewaterhouseCoopers hereunder shall be provided as soon as reasonably practicable after the filing of the Annual Report on Form 10-K or with respect to any letter required by the Selling Agents pursuant to subparagraph (ii) or (iii) hereof, at the request by the Selling Agents.

(e) Obligations of the Selling Agents. The Selling Agents shall be under no obligations pursuant to Section 1(b) above until any document required by this Section 6 is delivered.

SECTION 7. Indemnification.

(a) Indemnification of the Selling Agents. The Company agrees to indemnify and hold harmless each Selling Agent and each person, if any, who controls any Selling Agent within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Selling Agent or such controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430B under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Base Prospectus, any preliminary prospectus supplement, any Issuer Free Writing Prospectus, the information contained in the Prospectus (or

any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and to reimburse each Selling Agent and each such controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Selling Agents) as such expenses are reasonably incurred by such Selling Agent or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with the Selling Agent Information (or arises out of or is based upon statements in or omissions from that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification of the Trustee (Form T-1) under the Trust Indenture Act of either of the Trustees). The indemnity agreement set forth in this Section 7(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) Indemnification of the Company, its Directors and Officers. Each Selling Agent agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in the applicable Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Base Prospectus, any preliminary prospectus supplement or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with the Selling Agent Information; and to reimburse the Company or any such director, officer or controlling person for any legal and other expense reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only Selling Agent Information consists of the statements set forth in (w) the eleventh and twelfth paragraphs under the caption "Supplemental Plan of Distribution (Conflicts of Interest)" in the MTN Prospectus Supplement, (x) the names of the Selling Agents and statements agreed in writing by the Company and the Selling Agents in the applicable Pricing Supplement or Prospectus in the case of any purchases of Notes by a Selling Agent as principal, (y) as to any Issuer Free Writing Prospectus, any statements specifically identified by a Selling Agent to the Company in writing prior to the distribution of such document as being subject to this sentence, and (z) any other statements agreed by the Company and the Selling Agents in the applicable Written Terms Agreement. The indemnity

agreement set forth in this Section 7(b) shall be in addition to any liabilities that the Selling Agents may otherwise have.

(c) Notifications and Other Indemnification Procedures. Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any liability other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (A) the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (other than local counsel approved by the Selling Agents)), representing the indemnified parties who are parties to such action) or (B) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) Settlements. The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such

action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

SECTION 8. Contribution.

If the indemnification provided for in Section 7 is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the Company and the Selling Agents shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Selling Agents, on the other hand, from the applicable offering of the Notes pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Selling Agents, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Selling Agents, on the other hand, in connection with the applicable offering of the Notes pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of such Notes pursuant to this Agreement (before deducting expenses) received by the Company, and the total selling agents' commission received by the Selling Agents, in each case as set forth on the front cover page of the applicable Prospectus, bear to the aggregate initial public offering price of the Notes as set forth on such cover. The relative fault of the Company, on the one hand, and the Selling Agents, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Company, on the one hand, or the Selling Agents, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 7(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 7(c) with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 8; provided, however, that no additional notice shall be required with respect to any action for which notice has been given in accordance with Section 7(c) for purposes of indemnification. The Company and the Selling Agents agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Selling Agents were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8.

Notwithstanding the provisions of this Section 8, no Selling Agent shall be required to contribute any amount in excess of the selling commissions received by such Selling Agent in connection with the Notes sold by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person

who was not guilty of such fraudulent misrepresentation. The Selling Agents' obligations to contribute pursuant to this Section 8 are several, and not joint, in proportion to the amount of Notes each Selling Agent sells through its efforts. For purposes of this Section 8, each Selling Agent and each person, if any, who controls a Selling Agent within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Selling Agent, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify such party or parties from whom contribution may be sought, as contemplated by the preceding paragraph. However, the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph.

SECTION 9. Payment of Expenses.

Except as provided in the applicable Written Terms Agreement or Terms Agreement, the Company will pay all expenses incident to the performance of its obligations under this Agreement, including:

- (a) The preparation, printing, delivery to the Selling Agents and filing of the Registration Statement, each prospectus supplement, the Base Prospectus and the Prospectus and any amendments or supplements thereto and any Issuer Free Writing Prospectus;
- (b) The preparation, filing and reproduction of this Agreement;
- (c) The preparation, printing, issuance and delivery of the Notes to the Selling Agents, including capital duties, stamp duties and transfer taxes, if any, payable upon issuance of any of the Notes, the sale of the Notes to the Selling Agents and the fees and expenses of any transfer agent or trustee for the Notes;
- (d) The fees and expenses of counsel to any such transfer agent or trustee;
- (e) The fees and disbursements of the Company's accountants and counsel, of the Trustees and their counsel, and of any registrar, transfer agent, paying agent or calculation agent;
- (f) The reasonable fees and disbursements of counsel to the Selling Agents incurred from time to time in connection with the transactions contemplated hereby;
- (g) The qualification of the Notes under state securities or insurance laws in accordance with the provisions of Section 3(m) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Selling Agents in connection therewith and in connection with the preparation, printing, reproduction and delivery to the Selling Agents of any survey of the U.S. state securities laws governing the offering of the Notes;
- (h) The preparation, printing, reproduction and delivery to the Selling Agents of copies of the Indentures and all supplements and amendments thereto;

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- (i) Any fees charged by rating agencies for the rating of the Notes;
 - (j) With prior Company approval, the fees and expenses incurred in connection with the listing of the Notes on any securities exchange;
 - (k) The fees and expenses, if any, incurred with respect to any filing with FINRA;
 - (l) Any advertising and other out-of-pocket expenses of the Selling Agents incurred with the approval of the Company;
 - (m) The cost of providing any CUSIP or other securities identification numbers for the Notes; and
 - (n) The fees and expenses of any depository and any nominees thereof in connection with the Notes.

SECTION 10. Representations, Warranties and Agreements to Survive Delivery.

All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Selling Agent or any controlling person of any Selling Agent, or by or on behalf of the Company, and shall survive each delivery of and payment for any of the Notes.

SECTION 11. Termination.

(a) Termination of this Agreement. This Agreement (excluding any agreement hereunder by a Selling Agent to purchase Notes from the Company as principal) may be terminated for any reason, with respect to one or more, or all, of the Selling Agents, at any time by either the Company or one or more of the Selling Agents upon the giving of written notice of such termination to the other party hereto. Any termination by the Company of this Agreement with respect to one or more, but less than all, of the Selling Agents shall be effective with respect to such designated Selling Agents only, and the Agreement will remain in force and effect with respect to any other Selling Agents who remain parties hereto.

(b) Termination of Agreement to Purchase Notes as Principal. A Selling Agent may terminate any agreement hereunder by such Selling Agent to purchase Notes as principal, immediately upon notice to the Company at any time prior to the Settlement Date relating thereto, if (i) trading in any securities of the Company has been suspended by the Commission or a national securities exchange, or if trading generally on either the New York Stock Exchange or the Nasdaq Stock Market shall have been suspended, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by either of said exchanges or by order of the Commission or any other governmental authority, (ii) there has been, since the date of such agreement, any material adverse change or any development involving a prospective material adverse change in the condition (financial or other), earnings, business or properties of the Company and its subsidiaries taken as a whole, the effect of which is such as to make it, in the sole judgment of such Selling Agent, impracticable to market the Notes or enforce contracts for the sale of the Notes, (iii) a material disruption in the commercial banking or

securities settlement or clearance services in the United States has occurred or a banking moratorium shall have been declared by Federal or New York State authorities, (iv) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis (in the United States or elsewhere) the effect of which on the financial markets of the United States is such as to make it, in the judgment of such Selling Agent, impracticable to market the Notes or enforce contracts for the sale of the Notes, or (v) since the date of such agreement (x) a downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Section 3(a)(62) of the Exchange Act, and (y) such an organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities.

(c) General. In the event of a termination under this Section 11, or following the Settlement Date in connection with a sale to or through a Selling Agent appointed on a one-time basis, neither party will have any liability to the other party hereto, except that (i) the Selling Agents shall be entitled to any commission earned in accordance with Section 1(b) or Section 1(c) hereof, as applicable, (ii) if at the time of termination (A) any Selling Agent shall own any Notes purchased by it as principal with the intention of reselling them or (B) an offer to purchase any of the Notes has been accepted by the Company but the time of delivery to the purchaser or such purchaser's agent of the Note or Notes relating thereto has not occurred, the covenants set forth in Sections 3 and 6 hereof shall remain in effect until such Notes are so resold or delivered, as the case may be, and (iii) the covenant set forth in Section 3(l) hereof, the provisions of Section 9 hereof, the indemnity and contribution agreements set forth in Sections 7 and 8 hereof, and the provisions of Sections 10, 12, 13, 14 and 15 hereof shall remain in effect.

SECTION 12. Notices.

Unless otherwise provided herein, all notices required under the terms and provisions hereof shall be in writing, either delivered by hand, by mail or by facsimile and shall be effective upon receipt. Notices to the Company shall be delivered to it at the address specified below and notices to any Selling Agent shall be delivered to it at the address set forth on Exhibit A or at the address provided by the Selling Agent in the document appointing such Selling Agent as such under this Agreement.

If to the Company:

Bank of America Corporation
Bank of America Corporate Center
NC1-007-06-10
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: Corporate Treasury – Global Funding Transaction Management
Telephone: (866) 607-1234
Fax: (704) 548-5999
Email: tm treasuryfunding@bankofamerica.com

With copies to:

Bank of America Corporation
Bank of America Corporate Center
Legal Department
NC1-007-58-23
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: General Counsel
Fax: (704) 683-7218

and

McGuireWoods LLP
201 North Tryon Street
Charlotte, North Carolina 28202
Attention: Richard W. Viola
Telephone: (704) 343-2149
Fax: (704) 343-2300
Email: rviola@mcguirewoods.com

or at such other address as such party may designate from time to time by notice duly given in accordance with the terms of this Section 12.

SECTION 13. No Fiduciary Duties; Parties.

(a) The Company acknowledges and agrees that: (i) each purchase and sale of the Notes pursuant to this Agreement, including the determination of the offering prices of the Notes and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Selling Agents, on the other hand, and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Selling Agent is, has been, and will be acting solely as a principal and is not the financial advisor or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Selling Agent has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Selling Agent has advised or is currently advising the Company on other matters) and no Selling Agent has any obligation to the Company with respect to the offerings contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Selling Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that the several Selling Agents have no obligation to disclose any of such interests by virtue of any advisory or fiduciary relationship; and (v) the Selling Agents have not provided any legal, accounting, regulatory or tax advice with respect to the offerings contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

(b) This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the several Selling Agents, or any of them, with respect to the subject matter hereof. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Selling Agents with respect to any breach or alleged breach of fiduciary duty.

(c) This Agreement shall inure to the benefit of and be binding upon the Selling Agents and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons and officers and directors referred to in Sections 7 and 8 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and respective successors and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation; provided, that Merrill Lynch may, without notice to the Company, assign its rights and obligations under this Agreement to any other registered broker-dealer wholly-owned by the Company to which all or substantially all of Merrill Lynch's investment banking or related business may be transferred following the date of this Agreement. No purchaser of Notes shall be deemed to be a successor by reason merely of such purchase.

SECTION 14. Governing Law; Counterparts.

This Agreement and all the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such State, notwithstanding any otherwise applicable conflicts of law principles. This Agreement may be executed in counterparts and the executed counterparts shall together constitute a single instrument.

SECTION 15. Effect of Headings.

The section and sub-section headings herein are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument along with all counterparts will become a binding agreement between the Selling Agents and the Company in accordance with its terms.

Very truly yours,

BANK OF AMERICA CORPORATION

By: /s/ Angela C. Jones

Name: Angela C. Jones

Title: Managing Director

Accepted:

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: /s/ Michael Heraty

Name: Michael Heraty

Title: Managing Director

[Signature page to Distribution Agreement]

SELLING AGENTS

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, NY 10036

A-1

Form of Terms Agreement

The following terms, if applicable, shall be agreed to by a Selling Agent and the Company in connection with each sale of Notes:

Principal Amount: \$ _____
(or principal amount in another specified currency)

Interest Rate:

If Fixed Rate Note:

Interest Rate:
Interest Payment Dates:
Day Count Fraction:
Business Day Convention:

If Floating Rate Note:

Interest Rate Basis:
Base Rate:
Spread or Spread Multiplier, if any:
Initial Interest Rate:
Initial Interest Reset Date:
Day Count Fraction:
Business Day Convention:
Index Maturity for Initial Interest Rate
(if different):
Index Maturity:
Index Maturity for Final Interest Payment
Period (if different):
Maximum Interest Rate, if any:
Minimum Interest Rate, if any:
Interest Rate Reset Dates:
Interest Payment Period:
Interest Payment Dates:
Calculation Agent:

If Indexed Note:

Applicable Interest Rate or Other
Applicable Underlying Asset:
Base Rate:
Initial Interest Rate:
Interest Reset Date:
Additional Interest Reset Dates:
Day Count Fraction:
Business Day Convention:

Valuation Date:
Reference Price:
Principal Repayment Amount:
Maximum Interest Rate, if any:
Minimum Interest Rate, if any:
Interest Payment Dates:
Call and Exchange Provisions, if applicable:
Calculation Agent:
Other Terms:

If Redeemable:

Initial Redemption Date:
Initial Redemption Percentage:
Annual Redemption Percentage Reduction:
Other Terms:

Initial Sale Time:
Original Issue Date:
Date of Maturity:
Price to Public: %
Selling Agent's Commission:
Settlement Date and Time:
Use of Free Writing Prospectuses:
Additional Selling Restrictions:
Additional Terms:

As compensation for the services of a Selling Agent hereunder, the Company shall pay it, on a discount basis, a commission for the sale of each Note by such Selling Agent, whether such Selling Agent acts as agent of the Company or as principal, which, unless otherwise agreed between the Company and Selling Agent, shall be equal to the principal amount of such Note multiplied by the appropriate percentage set forth below:

MATURITY RANGES	PERCENT OF PRINCIPAL AMOUNT
From 1 year to less than 18 months	To be agreed upon
From 18 months to less than 3 years	.200%
3 years	.250%
4 years	.300%
5 years	.350%
6 years	.350%
7 years	.400%
8 years	.400%
9 years	.400%
10 years	.450%
11 years	.450%
12 years	.475%
13 years	.475%
14 years	.475%
15 years	.500%
30 years	.875%

The commission for Notes with a maturity more than 30 years or sold to one or more Selling Agents as agent or as principal also is subject to negotiation between the Company and the Selling Agent at the time of sale.

Form of Written Terms Agreement

BANK OF AMERICA CORPORATION
WRITTEN TERMS AGREEMENT

To: Merrill Lynch, Pierce, Fenner & Smith
Incorporated

(the “**Initial Purchaser**”)

Ladies and Gentlemen:

Re: Bank of America Corporation (the “**Company**”) Medium-Term Note Program, Series M (the “**Program**”); [INSERT DESCRIPTION] ([collectively,] the “**Notes**”).

This Agreement is supplemental to the Distribution Agreement dated as of [], as supplemented], among the Company and the Selling Agents party thereto (the “**Distribution Agreement**”). Pursuant to the Distribution Agreement, the Initial Purchasers shall purchase the Notes, as principals, in accordance with the terms hereof. All capitalized terms not defined herein shall have the meanings set forth in the Distribution Agreement.

The terms of the Notes shall be as set forth in the form or forms of Pricing Supplement attached to this Agreement as Exhibit A-1 (each, a “**Pricing Supplement**”) and in the form or forms of Final Term Sheet attached to this Agreement as Exhibit A-2 (the “**Final Term Sheet**”). For purposes of this Agreement and the Distribution Agreement, (a) the “**Disclosure Package**” shall also include, in addition to the documents referenced in the Distribution Agreement, the Final Term Sheet [and the free writing prospectuses listed in Schedule 2,] and (b) the “**Initial Sale Time**” for the Notes shall be _____ [a.m./p.m.] (Charlotte, NC time) on [DATE].

1. Appointment of New Selling Agents.

This Agreement hereby appoints each Initial Purchaser that is not a party to the Distribution Agreement as a new Selling Agent (each a “**New Selling Agent**”) in accordance with the provisions of Section 1(c) of the Distribution Agreement for the purposes of the issue of the Notes. Each New Selling Agent has delivered to the Company its address for notice hereunder, and under the Distribution Agreement and the Procedures, as set forth in Exhibit B hereto.

In consideration of the Company appointing the New Selling Agents as Selling Agents in respect of the Notes under the Distribution Agreement, each New Selling Agent hereby undertakes, for the benefit of the Company and each of the other Selling Agents, that, in relation to the Notes, it will perform and comply with all the duties and obligations to be assumed by a Selling Agent under the Distribution Agreement, a copy of which it

acknowledges it has received from the Company. Notwithstanding anything contained in the Distribution Agreement, each of the New Selling Agents shall be vested with all authority, rights, powers, duties and obligations of a Selling Agent in relation to the issue of the Notes as if originally named as a Selling Agent under the Distribution Agreement, provided that following the Settlement Date (as defined below) of the Notes, each of the New Selling Agents shall have no further such authority, rights, powers, duties or obligations, except such as may have accrued or been incurred prior to, or in connection with, the issuance of the Notes.

2. Additional Representations and Warranties.

- (a) Distribution Agreement and Terms Agreement. Each of the Distribution Agreement and this Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution, and delivery by the Selling Agents or the Initial Purchasers, as applicable, constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and except insofar as the enforceability of the indemnity and contribution provisions contained in the Distribution Agreement may be limited by federal and state securities laws, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.
- (b) Indenture and the Notes. The Indenture (as supplemented to the date hereof) applicable to the Notes has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and, assuming due authorization, execution and delivery by the applicable Trustee, constitutes a legal, valid, and binding instrument of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy; and the Notes have been duly authorized and, when completed, executed and authenticated in accordance with the provisions of the applicable Indenture and delivered to and paid for by the Initial Purchasers pursuant to the Distribution Agreement and this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the applicable Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

3. Additional Covenants of the Company.

For the period beginning on the date of this Agreement and ending on the business day (in New York, New York and Charlotte, North Carolina) following the Settlement Date, the Company will not, without the consent of the Initial Purchasers, offer or sell, or announce the offering of, any securities covered by the Registration Statement or by any other registration statement for the Company's securities filed under the Securities Act; provided, however, the Company may, at any time, offer or sell or announce the offering of securities (i) covered by a registration statement on Form S-8 or Form S-4 or (ii) covered by a registration statement on Form S-3 (including the Registration Statement) and pursuant to which (A) the Company sells securities under one of the Company's medium-term note programs (including, without limitation, the Company's Series M Medium-Term Note Program and the Company's InterNotes Program), (B) the Company issues securities for its dividend reinvestment plan, (C) affiliates of the Company offer securities of the Company in secondary market transactions, (D) the Company issues notes, securities of an affiliated trust, depository shares, preferred stock or other securities of the Company in an underwritten offering in which the lead manager is Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") or an affiliate of MLPF&S or (E) the Company guarantees notes issued by BofA Finance LLC, its finance subsidiary.

4. Obligations.

- (a) Subject to the terms and conditions of the Distribution Agreement and this Agreement, the Company hereby agrees to issue the Notes and the Initial Purchasers severally agree to purchase and pay for the Notes on the applicable Settlement Date according to their respective Commitments (as defined below) at the applicable purchase price set forth on the cover page of the Pricing Supplement.

For the purposes of this Agreement, "**Commitment**" means, in relation to an Initial Purchaser, the amount set forth opposite its name under the heading Commitment in the applicable table of Schedule 1, to the extent not reduced or terminated under this Agreement.

- (b) The obligations of each Initial Purchaser under this Agreement are several and independent and:

- (i) subject to the provisions of Section 11 of the Distribution Agreement, the failure of one or more of the Initial Purchasers to perform its obligations shall not relieve the other Initial Purchasers of their respective obligations or the Company of its obligations to the other Initial Purchasers, under this Agreement; and
- (ii) no Initial Purchaser shall be responsible for or liable in respect of any breach of the obligations or warranties of any other Initial Purchaser under this Agreement.

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5. For the purposes of this Agreement:
- (a) the sum payable on the Settlement Date by the Initial Purchasers for the _____ Notes shall be [\$] _____;
 - (b) [the sum payable on the Settlement Date by the Initial Purchasers for the _____ Notes shall be [\$] _____;] *[add additional line items if the agreement covers additional tranches of securities]* and
 - (c) **“Settlement Date”** means [9:30] a.m. (Charlotte, NC time) on [DATE], or such other time and/or date as the Company and MLPF&S, on behalf of the Initial Purchasers, may agree. The closing of the offering contemplated hereby shall be held at the offices of McGuireWoods LLP, counsel for the Company, or at such other location as shall be agreed by the Company and MLPF&S, on behalf of the Initial Purchasers. Delivery of the Notes shall be made to MLPF&S for the respective accounts of the several Initial Purchasers against payment by the several Initial Purchasers through MLPF&S of the purchase price thereof. Unless otherwise agreed, the Notes shall be in book-entry only form, [deposited with The Depository Trust Company (“DTC”) or a custodian for DTC and registered in the name of Cede & Co., as nominee for DTC] [deposited with Euroclear Bank S.A./N.V. and/or Clearstream Banking, *société anonyme*, Luxembourg, or a common depository for those entities and registered in the name of The Bank of New York Depository (Nominees) Limited].
6. The obligations of the Initial Purchasers to purchase the Notes are conditional upon:
- (a) the conditions set forth in Section 4 of the Distribution Agreement being satisfied as of the Settlement Date;
 - (b) the delivery to the Initial Purchasers on the date hereof of a letter from the Company’s independent registered public accounting firm, as described in Section 4(d) of the Distribution Agreement, in form and substance reasonably satisfactory to MLPF&S, on behalf of the Initial Purchasers and their counsel, with respect to the Registration Statement and the Prospectus; and
 - (c) the delivery to the Initial Purchasers on the Settlement Date of:
 - (i) a bring down letter from the Company’s independent registered public accounting firm relating to the letter described in Section 6(b) above;
 - (ii) legal opinions addressed to the Initial Purchasers dated the Settlement Date in form and substance satisfactory to MLPF&S, on behalf of the Initial Purchasers, from the following:
 - (A) McGuireWoods LLP, counsel for the Company, in substantially the form attached hereto as Exhibit C, together with the letter described therein;

-
- (B) the General Counsel of the Company (or such other attorney, reasonably acceptable to counsel to the Initial Purchasers, who exercises general supervision or review in connection with securities law matters for the Company), in substantially the form attached hereto as Exhibit D; and
 - (C) Morrison & Foerster LLP, counsel for the Initial Purchasers, in substantially the form attached hereto as Exhibit E, together with the letter described therein.
- (iii) a certificate from the Company, dated as of the Settlement Date as contemplated by Section 4(c) of the Distribution Agreement, with respect to the Registration Statement, the Prospectus, the Disclosure Package and the Distribution Agreement, as supplemented by this Agreement; and
 - (iv) all such other documents as may be required reasonably by MLPF&S, on behalf of the Initial Purchasers, to satisfy all such other conditions precedent.

If any of the foregoing conditions is not satisfied on or before the Settlement Date, this Agreement shall terminate on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for the liability of the Company in relation to expenses as provided in the Distribution Agreement and except for any liability arising before or in relation to such termination), provided that MLPF&S, on behalf of the Initial Purchasers, may in its discretion waive any of the aforesaid conditions or any part of them.

7. Expenses.

The Company will pay all expenses incident to the performance of its obligations under this Agreement, including the following, as applicable:

- (a) The preparation, printing, delivery to the Initial Purchasers and filing of the Pricing Supplement (including the Prospectus, the MTN Prospectus Supplement and any applicable prospectus supplement) and any Issuer Free Writing Prospectus;
- (b) The preparation, filing and reproduction of this Agreement;
- (c) The preparation, printing, issuance and delivery of the Notes to the Initial Purchasers, including capital duties, stamp duties and transfer taxes, if any, payable upon issuance of the Notes, the sale of the Notes to the Initial Purchasers and the fees and expenses of any transfer agent or trustee for the Notes;
- (d) The fees and expenses of counsel to any such transfer agent or trustee;
- (e) The fees and disbursements of the Company's accountants and counsel, of the applicable Trustee and its counsel, and of any registrar, transfer agent, paying agent or calculation agent;

-
- (f) The qualification of the Notes under state securities or insurance laws in accordance with the provisions of Section 3(m) of the Distribution Agreement, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchasers in connection therewith and in connection with the preparation, printing, reproduction and delivery to the Initial Purchasers of any survey of the U.S. state securities laws governing the offering of the Notes;
 - (g) The preparation, printing, reproduction and delivery to the Initial Purchasers of copies of the applicable Indenture and all supplements and amendments thereto;
 - (h) Any fees charged by rating agencies for the rating of the Notes;
 - (i) With prior Company approval, the fees and expenses incurred in connection with the listing of the Notes on any securities exchange;
 - (j) The fees and expenses, if any, incurred with respect to any filing with FINRA; and
 - (k) The fees and expenses of any depository and any nominees thereof in connection with the Notes.

If the sale of the Notes provided for herein is not consummated because any condition to the obligations of the Initial Purchasers set forth in Section 6 hereof is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Initial Purchasers, the Company will reimburse the Initial Purchasers severally upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of such Notes.

8. Default by an Initial Purchaser.

If any one or more Initial Purchasers shall fail to purchase and pay for the Notes agreed to be purchased by such Initial Purchaser or Initial Purchasers hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under the Distribution Agreement and/or this Agreement, the remaining Initial Purchasers shall be obligated severally to take up and pay for (in the respective proportions which they have agreed to purchase such Notes, as the case may be, bear to the aggregate amount of Notes agreed to be purchased by all the remaining Initial Purchasers) the Notes which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Notes which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase shall exceed 10% of the aggregate amount of Notes that the Initial Purchasers have agreed to purchase, the remaining Initial Purchasers shall have the right to purchase all, but shall not be under any obligation to purchase any, of such Notes, and if such non-defaulting Initial Purchasers do not purchase all such Notes, the agreement of the Initial Purchasers to purchase such Notes will terminate without liability to any non-defaulting Initial Purchaser or the Company. In the event of a default by any Initial Purchaser as set forth in this Section 8, the Settlement Date shall be postponed for such period, not

exceeding seven days, as [MLPF&S] [other applicable lead manager] shall determine in order that the required changes in the Disclosure Package or the Pricing Supplement or in any other documents or arrangements may be effected. Nothing contained in the Distribution Agreement or this Agreement shall relieve any defaulting Initial Purchaser of its liability, if any, to the Company and any non-defaulting Initial Purchaser for damages occasioned by its default.

9. Counterparts.

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflict of laws.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Initial Purchasers.

Very truly yours,

For: BANK OF AMERICA CORPORATION

By:

Name:
Title:

The foregoing Agreement is hereby confirmed and accepted as of the date specified above:

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By:

Name:
Title:

For itself and the other
several Initial Purchasers

SCHEDULE 1 TO WRITTEN TERMS AGREEMENT

Name of Initial Purchaser	Principal Amount of the Notes
Merrill Lynch, Pierce, Fenner & Smith Incorporated	[\$]
TOTAL	[\$]

[SCHEDULE 2 TO WRITTEN TERMS AGREEMENT
Free Writing Prospectuses]

D-1-10

**EXHIBIT A-1 TO WRITTEN TERMS AGREEMENT: PRICING
SUPPLEMENT[S]**

D-1-A-1-1

EXHIBIT A-2 TO WRITTEN TERMS AGREEMENT: FINAL TERMS SHEET[S]

BANK OF AMERICA CORPORATION

[\$]_____ [__ %] [FLOATING RATE] [SENIOR] [SUBORDINATED] NOTES, DUE _____ 20____

FINAL TERM SHEET

Dated _____, 20____

Issuer:	Bank of America Corporation
Ratings of this Series:	____ (Moody's)/ ____ (S&P)/ ____ (Fitch)
Title of the Series:	[____ %] [Floating Rate] [Senior] [Subordinated] Notes, due _____, 20____
Aggregate Principal Amount Initially Being Issued:	[\$]_____
Issue Price:	[100%]
Trade Date:	_____, 20____
Settlement Date:	_____, 20____ (T + __)
Maturity Date:	_____, 20____
Ranking:	[Senior] [Subordinated]
Minimum Denominations:	[\$2,000 and multiples of \$1,000 in excess of \$2,000]
Day Count Fraction:	[30/360] [Actual/360]
Record Dates:	[For book-entry only notes, one business day prior to payment date.] [The fifteenth calendar day prior to the payment date.]
Interest Rate:	[Three-Month LIBOR (Reuters page LIBOR01)] [other]
Index Maturity:	[30 days] [90 days] [other]
Spread:	plus ____ bps
Interest Payment Dates:	[_____, _____, _____, and _____, of each year, beginning _____, 20____.]
Interest Periods:	[Semi-annually.] [Quarterly.]
Interest Determination Date:	[Second London banking day preceding the applicable interest reset date.] [other.]
Interest Reset Dates:	[Interest payment dates.]

D-1-A-2-1

Treasury Benchmark:	_ year U.S. Treasury, due _____, _____
Treasury Yield:	_____ %
Treasury Benchmark Price:	_____
Spread to Treasury Benchmark:	[+/-] _____ bps
Reoffer Yield:	_____ %
Optional Redemption:	[None]
Listing:	None
Calculation Agent:	[The Bank of New York Mellon Trust Company, N.A.] [Bank of America, N.A.] [Merrill Lynch, Pierce, Fenner & Smith Incorporated] [The Bank of New York Mellon, acting through its London branch]
Lead Manager and Sole Book-Runner:	Merrill Lynch, Pierce, Fenner & Smith Incorporated
Senior Co-Managers:	[Name] [Name]
Junior Co-Managers:	[Name] [Name]
CUSIP:	[06051G] _____
ISIN:	_____

Bank of America Corporation (the “Issuer”) has filed a registration statement (including a pricing supplement, a prospectus supplement, and a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read those documents and the other documents that the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may obtain these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, the lead manager will arrange to send you the pricing supplement, the prospectus supplement, and the prospectus if you request them by contacting Merrill Lynch, Pierce, Fenner & Smith Incorporated, toll free at 1-800-294-1322. You may also request a copy by e-mail from fixedincomeir@bankofamerica.com or dg.prospectus_requests@baml.com.

**EXHIBIT C TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF MCGUIREWOODS LLP**

1. The Corporation is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its properties and conduct its business as described in [the] [each] Disclosure Package and the Prospectus, and is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended. Bank of America, N.A. (the “**Principal Subsidiary Bank**”) is a national banking association formed under the laws of the United States of America (the “**United States**”) and authorized thereunder to transact business.

2 The statements made in the Base Prospectus in the first three paragraphs under the caption “Description of Debt Securities—Form and Denomination of Debt Securities,” as supplemented and/or superseded by the statements in the MTN Prospectus Supplement under the caption “Description of the Notes—Form, Exchange, Registration, and Transfer of Notes,” and in [the] [each] Disclosure Package and the Pricing Supplement, insofar as they purport to constitute summaries of the terms of the Notes, constitute accurate summaries of the terms purported to be summarized in all material respects.

3. The statements made in the Base Prospectus under the caption “Description of Debt Securities,” as supplemented and/or superseded by the statements in the MTN Prospectus Supplement under the caption “Description of the Notes,” and in [the] [each] Disclosure Package and the Pricing Supplement, insofar as they purport to constitute summaries of the terms of the applicable Indenture, constitute accurate summaries of the terms purported to be summarized in all material respects.

4. [The Indenture] [Each of the Indentures] has been duly authorized, executed and delivered by the Corporation, has been duly qualified under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”), and, assuming the due authorization, execution and delivery by the Trustee, constitutes a legal, valid and binding instrument of the Corporation enforceable against the Corporation in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. § 1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy; and the Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the [applicable] Indenture and delivered to and paid for by you pursuant to the Distribution Agreement and the Written Terms Agreement, will constitute legal, valid and binding obligations of the Corporation entitled to the benefits of [the] [such] Indenture and enforceable against the Corporation in accordance with their terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. § 1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

5. The Registration Statement has been declared effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement[, or any post-effective amendment to the Registration Statement,] has been issued, and we have no knowledge that any proceedings for that purpose have been instituted or threatened; and the Registration Statement, [the] [each] Disclosure Package and the Prospectus and each amendment thereof or supplement thereto (other than (a) the financial statements, supporting schedules, footnotes and other financial, accounting and statistical information contained or incorporated by reference therein, as to which we express no opinion and (b) that part of the Registration Statement which constitutes the Forms T-1, as to which we express no opinion) comply as to form in all material respects with the applicable requirements of the Securities Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the Trust Indenture Act, and the respective rules and regulations thereunder.

6. Each of the Distribution Agreement and the Written Terms Agreement has been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the Selling Agents and the Initial Purchasers, as applicable, constitutes a legal, valid and binding agreement of the Corporation enforceable against the Corporation in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and except insofar as the enforceability of the indemnity and contribution provisions contained in the Distribution Agreement may be limited by federal and state securities laws, and further subject to 12 U.S.C. § 1818(b)(6)(D) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy.

7. No consent, approval, authorization or order of any court or governmental agency or body in the United States is necessary or required on behalf of the Corporation for the consummation of the transactions contemplated in the Distribution Agreement and the Written Terms Agreement, except such as have been obtained under the Securities Act and such as may be required under the blue sky, state securities or insurance or similar laws of the United States in connection with your purchase and distribution of the Notes.

8. None of the issuance and sale of the Notes, the consummation of any other of the transactions contemplated by the Distribution Agreement and the Written Terms Agreement and the fulfillment of the terms thereof will conflict with, result in a breach of, or constitute a default under (a) the Company’s Amended and Restated Certificate of Incorporation or Bylaws, each as amended to date; (b) the terms of any indenture or other material agreement or instrument known to us and to which the Corporation or the Principal Subsidiary Bank is a party or bound; or (c) any order, law or regulation known to us to be applicable to the Corporation or the Principal Subsidiary Bank of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Corporation or the Principal Subsidiary Bank.

9. To our knowledge, there are no rights to the registration of securities of the Corporation under the Registration Statement which have

been exercised or which have not been waived by the holders of such rights or which have not expired by reason of lapse of time following notification of the Company's intention to file such Registration Statement.

Such counsel shall also furnish a letter to the Initial Purchasers providing, in pertinent part, as follows:

We have participated in conferences with your representatives and counsel and with officers and other representatives of the Corporation and its accountants in connection with the preparation of the Registration Statement, [the] [each] Disclosure Package and the Prospectus. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, [the] [each] Disclosure Package or the Prospectus, and we have not undertaken to verify any of such factual matters, except to the extent expressly set forth in opinion items 2 and 3 above. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, [the] [any] Disclosure Package and the Prospectus involve matters of a non-legal nature.

Based upon and subject to the foregoing and the proviso below, nothing has come to our attention that has caused us to believe that, subject to the proviso below, (i) the Registration Statement or any amendment thereto, insofar as it relates to the offering of the Notes, at the time it became effective, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) [the] [each] Disclosure Package, taken as a whole as of the Initial Sale Time, insofar as it relates to the offering of the Notes, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or (iii) the Prospectus, as amended or supplemented, as of the date of the Pricing Supplement or as of the date of this letter, insofar as it relates to the offering of the Notes, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided, however*, we have not independently verified, are not passing upon and assume no responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, [the] [each] Disclosure Package or the Prospectus or any amendment or supplement thereto (other than as stated in opinion items 2 and 3 above), and we express no view as to (a) portions of the Registration Statement, [the] [each] Disclosure Package or the Prospectus consisting of financial statements, supporting schedules, footnotes and other financial, accounting and statistical information, (b) that part of the Registration Statement which constitutes the Forms T-1 and (c) statements in the Prospectus concerning the securities and other commercial laws of countries other than the United States. We are also not passing upon, and do not assume any responsibility for ascertaining, whether or when any of the information contained in [the] [any] Disclosure Package was conveyed to any purchaser of any Notes.

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**EXHIBIT D TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF IN-HOUSE CORPORATE COUNSEL OF THE COMPANY**

1. Each of the Company and Bank of America, N.A. (the “**Bank**”) is qualified or licensed to do business in each jurisdiction in which I have knowledge that the Company or the Bank, as the case may be, is required to be so qualified or licensed.
2. All the outstanding shares of capital stock of the Bank have been duly and validly authorized and issued and are fully paid and (except as provided in 12 U.S.C. § 55, as amended) nonassessable, and, except as otherwise set forth in [the] [each] Disclosure Package and the Prospectus, all outstanding shares of capital stock of the Bank (except directors’ qualifying shares) are owned beneficially, directly or indirectly, by the Company free and clear of any perfected security interest, and I am without knowledge of any other security interests, claims, liens or encumbrances with respect thereto.
3. I am without knowledge that there is: (a) any pending or threatened action, suit or proceeding before or by any court or governmental agency, authority or body, domestic or foreign, or any arbitrator involving the Company or any of its subsidiaries required to be disclosed in the Registration Statement, [the] [each] Disclosure Package or the Prospectus which is omitted or not adequately disclosed therein, or (b) any contract or other document required to be described in the Registration Statement, [the] [each] Disclosure Package or the Prospectus, or to be filed as an exhibit to the Registration Statement, which is not so described or filed as required.

I or members of the Company’s Legal Department have participated in conferences with your representatives and counsel and with officers and other representatives of the Company and its accountants in connection with the preparation of the Registration Statement, [the] [each] Disclosure Package and the Prospectus. I express no view as to (a) portions of the Registration Statement, [the] [each] Disclosure Package or the Prospectus consisting of financial statements, supporting schedules, footnotes and other financial, accounting and statistical information, (b) the part of the Registration Statement which constitutes the Forms T-1 and (c) statements in [the] [each] Disclosure Package or the Prospectus concerning the securities and other commercial laws of countries or jurisdictions other than the United States. As to the remaining portions of the Registration Statement, [the] [each] Disclosure Package and the Prospectus, although I have not independently verified, am not passing upon and assume no responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, [the] [each] Disclosure Package or the Prospectus or any amendment or supplement thereto, based upon and subject to the foregoing, nothing has come to my attention that has caused me to believe that such remaining portions of the Registration Statement or any amendment thereto, insofar as it relates to the offering of the Notes, at the time it became effective, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the remaining portions of [the] [each] Disclosure Package, taken as a whole as of the Initial Sale Time, insofar as it relates to the offering of the Notes, contained any untrue statement of a material fact or omitted to state a material fact

D-1-D-1

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or that the remaining portions of the Prospectus, as amended or supplemented, insofar as it relates to the offering of the Notes, as of the date of the Pricing Supplement or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. I am not passing upon, and do not assume any responsibility for, ascertaining whether or when any of the information contained in [the] [any] Disclosure Package was conveyed to any purchaser of the Notes.

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**EXHIBIT E TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF MORRISON & FOERSTER LLP**

1. Each of the Distribution Agreement and the Written Terms Agreement has been duly authorized, executed and delivered by the Company, and is enforceable against the Company in accordance with its terms, except that the legality or enforceability of the indemnification and contribution provisions set forth in Sections 7 and 8 of the Distribution Agreement may be limited by federal or state securities laws or public policy underlying such laws.

2. [The Indenture] [Each of the Indentures] has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

3. The Notes have been duly authorized, executed and delivered by the Company and, assuming due authentication by the [applicable] Trustee, when issued and paid for in accordance with the terms of the Distribution Agreement, the Written Terms Agreement and the [applicable] Indenture, will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, entitled to the benefits of the [applicable] Indenture.

4. The Registration Statement has been declared effective under the Securities Act, and we are not aware that any stop order suspending the effectiveness thereof has been issued or any proceedings for that purpose have been instituted or are pending or threatened under the Securities Act.

5. The Notes and [the] [each] Indenture conform in all material respects as to legal matters to the descriptions thereof contained in the [applicable] Disclosure Package and the Prospectus.

6. The Registration Statement, at the time it became effective insofar as it relates to the offering of the Notes, and the Prospectus, as of its date, complied as to form in all material respects with the requirements of the Securities Act (except as to (i) the financial statements, supporting schedules, footnotes and other financial information included therein or omitted therefrom, as to which we express no opinion, and (ii) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification of Trustee on Form T-1 under the Trust Indenture Act, as to which we express no opinion).

Such counsel shall also furnish a letter to the Initial Purchasers providing, in pertinent part, as follows:

In addition, we have participated in conferences with your representatives and with representatives of the Company, its counsel and its accountants concerning the Registration Statement, [the] [each] Disclosure Package, and the Prospectus and have considered the matters required to be stated therein and the statements contained therein, although we have not independently verified the accuracy, completeness or fairness of such statements (other than as

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stated in paragraph 5 above). We are also not passing upon, and do not assume any responsibility for, ascertaining whether or when any of the information contained in [the] [any] Disclosure Package was conveyed to any purchaser of the Notes. Based upon and subject to the foregoing, nothing has come to our attention that leads us to believe that (i) the Registration Statement, at the time it became effective, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the documents and information comprising [the] [each] Disclosure Package, taken as a whole as of the Initial Sale Time, contained any untrue statement of material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) the Prospectus, as of its date, at the time it was filed with the Commission pursuant to Rule 424(b) under the Securities Act or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (it being understood that we have not been requested to and do not make any comment in this paragraph with respect to (a) the financial statements, supporting schedules, footnotes, and other financial information contained in the Registration Statement, [the] [any] Disclosure Package or the Prospectus, and (b) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification of Trustee on Form T-1 under the Trust Indenture Act).

FORM OF WRITTEN TERMS AGREEMENT

BANK OF AMERICA CORPORATION
WRITTEN TERMS AGREEMENT

To: Merrill Lynch, Pierce, Fenner & Smith
Incorporated

(the “**Initial Purchaser**”)

[Other Initial Purchasers]

Ladies and Gentlemen:

Re: Bank of America Corporation Senior Medium-Term Note Program, Series M

Bank of America Corporation (the “**Company**”) proposes to issue and sell pursuant to and in accordance with the terms of the [Senior] Indenture (as defined in the Distribution Agreement (defined below)), the securities specified in the Schedule hereto (the “**Notes**”), subject to the terms and conditions stated herein and in the Distribution Agreement, dated January 13, 2017 (the “**Distribution Agreement**”), among the Company, on the one hand, and Merrill Lynch, Pierce, Fenner & Smith Incorporated [and any other party acting as a Selling Agent thereunder (Merrill Lynch, Pierce, Fenner & Smith Incorporated and such other Selling Agents together, the “**Initial Purchasers**”)], on the other.

Each of the provisions of the Distribution Agreement not specifically related to the solicitation by the Selling Agents, as agents of the Company, of offers to purchase Notes is incorporated herein by reference in its entirety, and shall be deemed to be part of this Written Terms Agreement to the same extent as if such provisions had been set forth in full herein. Unless otherwise defined herein, terms defined in the Distribution Agreement are used herein as therein defined. Nothing contained herein or in the Distribution Agreement shall make any party hereto an agent of the Company or make such party subject to the provisions therein relating to the solicitation of offers to purchase Notes from the Company, solely by virtue of its execution of this Written Terms Agreement.

Each of the representations and warranties set forth in the Distribution Agreement shall be deemed to have been made at and as of the date of this Written Terms Agreement, except that each representation and warranty in Section 2 of the Distribution Agreement which makes reference to the Prospectus (as defined therein) shall be deemed to be a representation and warranty as of the date of the Distribution Agreement in relation to the Prospectus, and also a representation and warranty as of the date of this Written Terms Agreement in relation to the Prospectus as amended or supplemented to relate to the Notes, and except that the representation and warranty in Section 2(a) (iii) of the Distribution Agreement shall be deemed

to be a representation and warranty as of the Initial Sale Time in relation to the Disclosure Package as provided in Section 2(a)(iii).

[Notwithstanding the foregoing, insofar as it is deemed to be incorporated in and made a part of this Written Terms Agreement, the Distribution Agreement shall be subject to, and to the extent necessary amended by, the Letter of Appointment pursuant to which we appointed each of you to act as a Selling Agent under the Distribution Agreement on certain terms and conditions specified in such letter.]

[For all purposes of this Written Terms Agreement, references in the Distribution Agreement to the “**Selling Agents**” shall mean the Initial Purchasers listed in Schedule 1 hereto, for which Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as representative. Each of you agrees that all determinations to be made by the Initial Purchasers under this Written Terms Agreement, including the determination whether or not the conditions in Section 4 of the Distribution Agreement have been satisfied and, if not, whether or not any such conditions shall be waived, shall be made solely by Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of the Initial Purchasers.]

A Pricing Supplement related to the Notes, substantially in the form heretofore delivered to you, is now proposed to be filed with the Commission Schedule 2 may also list one or more free writing prospectuses that shall be “**Issuer Free Writing Prospectuses**” under the Distribution Agreement.

Subject to the terms and conditions set forth herein and the applicable terms and conditions set forth in the Distribution Agreement incorporated herein by reference, the Company agrees to issue and sell to [each of] you, and [each of] you agree[s, severally and not jointly,] to purchase from the Company at the time and place and at the purchase price set forth in Schedule 2 hereto, the principal amount of Notes set forth [opposite your respective name] in Schedule 1 hereto. You further agree that any Notes offered and sold by you to the original purchasers will be offered and sold at the price to public, and in accordance with the provisions relating to commissions and fees, if any, set forth in Schedule 2 hereto, unless Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Company otherwise agree.

This Written Terms Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflict of laws. This Written Terms Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

[If any one or more Initial Purchasers shall fail to purchase and pay for any of the Notes agreed to be purchased by such Initial Purchaser or Initial Purchasers hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under the Distribution Agreement and/or this Written Terms Agreement, the remaining Initial Purchasers shall be obligated severally to take up and pay for (in the respective proportions which they have agreed to purchase such Notes, as the case may be, bear to the aggregate amount of Notes agreed to be purchased by all the remaining Initial Purchasers) the Notes which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase;

provided, however, that in the event that the aggregate amount of Notes which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase shall exceed 10% of the aggregate amount of Notes that the Initial Purchasers have agreed to purchase, the remaining Initial Purchasers shall have the right to purchase all, but shall not be under any obligation to purchase any, of such Notes, and if such non-defaulting Initial Purchasers do not purchase all such Notes, the agreement of the Initial Purchasers to purchase such Notes will terminate without liability to any non-defaulting Initial Purchaser or the Company. In the event of a default by any Initial Purchaser as set forth in this paragraph, the Settlement Date shall be postponed for such period, not exceeding seven days, as [Merrill Lynch, Pierce, Fenner & Smith Incorporated] [other applicable lead manager] shall determine in order that the required changes in the Disclosure Package or Pricing Supplement or in any other documents or arrangements may be effected. Nothing contained in the Distribution Agreement or this Written Terms Agreement shall relieve any defaulting Initial Purchaser of its liability, if any, to the Company and any non-defaulting Initial Purchaser for damages occasioned by its default.]

If the foregoing is in accordance with your understanding of our agreement under this Written Terms Agreement and including those provisions of the Distribution Agreement incorporated herein by reference as provided above, please sign and return to us the enclosed duplicate hereof, whereupon this Written Terms Agreement and your acceptance shall represent a binding agreement among the parties. [It is understood that the acceptance by Merrill Lynch, Pierce, Fenner & Smith Incorporated of this Written Terms Agreement on behalf of each of the other Initial Purchasers is or will be pursuant to authority granted to Merrill Lynch, Pierce, Fenner & Smith Incorporated by such Initial Purchaser.]

Very truly yours,

For: BANK OF AMERICA CORPORATION

By: _____
Name:
Title:

The foregoing Written Terms Agreement is
hereby confirmed and accepted
as of the date specified above:

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____
Name:
Title:

[For itself and the other
several Initial Purchasers]

SCHEDULE 1 TO WRITTEN TERMS AGREEMENT

Name of Initial Purchaser		Commitments
Merrill Lynch, Pierce, Fenner & Smith Incorporated		[\$]
[Other Initial Purchasers]		[\$]
TOTAL		[\$]

The following provisions apply to the Notes (as described below), unless otherwise specified.

SCHEDULE 2 TO WRITTEN TERMS AGREEMENT

Title of Notes:

[Senior] Medium-Term Notes, Series M
[] [Notes] due [] (the “Notes”)

Aggregate Principal Amount to be Purchased:

[\$ or units of other Specified Currency]

[Price to Public:]

Purchase Price Payable to the Company by the Selling Agent[s]:

% of the principal amount of the Notes [, plus accrued interest from to] [and accrued amortization, if any, from to]

Method of and Specified Funds for Payment of Purchase Price:

By wire transfer to a bank account specified by the Company in immediately available funds.

Indenture:

[Senior] Indenture as defined in the Distribution Agreement.

Initial Sale Time:

Maturity Date:

As set forth in the Pricing Supplement for the Notes.

Denomination:

As set forth in the Pricing Supplement for the Notes.

Interest Rate:

[N/A] [As set forth in the Pricing Supplement for the Notes.]

Interest Payment Dates:

[N/A] [As set forth in the Pricing Supplement for the Notes.]

Listing:

[N/A] [As set forth in the Pricing Supplement for the Notes.]

Other Terms:

[Not applicable.]

Additional Issuer Free Writing Prospectuses:

[Insert if applicable.]

Documents to be Delivered:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the settlement of the Notes:

[None. It is understood and agreed that the settlement of the Notes shall not be conditioned on the delivery of any document contemplated in Sections 4(b), (c), (d) and (e) of the Distribution Agreement.]

[(1) The opinion and letter of counsel to the Company referred to in Section 4(b) of the Distribution Agreement.]

[(2) The accountants' letter referred to in Section 4(d) of the Distribution Agreement.]

[(3) The officer's certificate referred to in Section 4(c) of the Distribution Agreement.]

[Date]

[Name and Address of Selling Agent]

Re: Issuance of \$_____ Medium-Term Senior/Subordinated Notes, Series M, by Bank of America Corporation

Dear _____:

The Distribution Agreement dated January 13, 2017 (the “**Agreement**”), among Bank of America Corporation (“**Bank of America**”) and the Selling Agents named therein, provides for the issue and sale by Bank of America of its Medium-Term Notes, Series M identified in the accompanying Pricing Supplement (the “**Notes**”).

Subject to and in accordance with the terms of the Agreement and accompanying Administrative Procedures, Merrill Lynch, Pierce, Fenner & Smith Incorporated hereby appoints you as Selling Agent (as such term is defined in the Agreement) solely in connection with the purchase of the Notes as described in the accompanying Pricing Supplement No. ___, dated _____, 20__ but only for this one transaction. Your appointment is made subject to the terms and conditions applicable to Selling Agents under the Agreement; such appointment is limited to the Notes and is not for any other issuance of Bank of America’s Medium-Term Notes, Series M, and terminates upon payment for the Notes or other termination of this transaction. Accompanying this letter is a copy of the Agreement, the provisions of which are incorporated herein by reference. Copies of the officer’s certificate, opinions of counsel, and auditors’ letter described in the Agreement are not enclosed but are available upon your request.

This Letter of Appointment, like the Agreement, is governed by and construed in accordance with the laws of the State of New York, notwithstanding any otherwise applicable conflicts of law principles. This Letter of Appointment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

If the above is in accordance with your understanding of our agreement, please sign and return this letter to us on or before settlement date. This action will confirm your appointment and your acceptance and agreement to act as Selling Agent in connection with the issue and sale of the above described Notes under the terms and conditions of the Agreement.

Very truly yours,

AGREED AND ACCEPTED

BANK OF AMERICA CORPORATION

By: _____
Name: _____
Title: _____

[Name of Selling Agent]

By: _____
Name: _____
Title: _____

BANK OF AMERICA CORPORATION

ADMINISTRATIVE PROCEDURES

Annex-I-1

**BANK OF AMERICA CORPORATION
ADMINISTRATIVE PROCEDURES**

**For Medium-Term Notes
Dated as of January 13, 2017**

Senior Medium-Term Notes, Series M, which may be fixed-rate, floating-rate or indexed notes (the **"Senior Notes"**) and Subordinated Medium-Term Notes, Series M, which may be fixed-rate or floating-rate notes (the **"Subordinated Notes,"** and collectively, the **"Notes"**) are to be offered on a continuing basis by Bank of America Corporation, a Delaware corporation (the **"Company"**), to or through Merrill Lynch, Pierce, Fenner & Smith Incorporated (**"MLPF&S"**) or a **"Selling Agent"**), pursuant to a Distribution Agreement dated as of the date hereof (the **"Distribution Agreement"**), among the Company and the Selling Agents named therein (each, a **"Selling Agent"**).

The Distribution Agreement provides for the sale of Notes by the Company (a) through one or more of the Selling Agents as agents using their best efforts to solicit offers to purchase Notes, (b) to one or more Selling Agents as principal for resale to investors and other purchasers, including broker-dealers and (c) directly to investors. If the Notes will be purchased by the applicable Selling Agent(s) as principal(s) such purchases will be made in accordance with terms agreed upon by the applicable Selling Agent(s) and the Company (which terms shall take the form of (A) a Written Terms Agreement or (B) a Pricing Agreement (each as described in the Distribution Agreement), each in accordance with the provisions of the Distribution Agreement and the applicable provisions of these Administrative Procedures). Only those provisions in these Administrative Procedures that are applicable to the particular role that a Selling Agent will perform in its capacity as an agent or as principal shall apply.

Subject to Section 1(a) of the Distribution Agreement, the Company reserves the right to sell the Notes at any time directly on its own behalf to any unsolicited purchaser, whether directly to such purchaser or through an agent for such purchaser.

The Senior Notes will be issued as a series of securities pursuant to an Indenture dated as of January 1, 1995, between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in such capacity, the **"Senior Trustee"**) (as supplemented from time to time, the **"Senior Indenture"**), and will be issued in the respective forms attached to the Officer's Certificate of the Company delivered to the Senior Trustee pursuant to the Senior Indenture. The Subordinated Notes will be issued as a series of securities pursuant to an Indenture dated as of January 1, 1995, between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in such capacity, the **"Subordinated Trustee"**) and, together with the Senior Trustee, the **"Trustees"**) (as supplemented from time to time, the **"Subordinated Indenture"**), and will be issued in the respective forms attached to the Officer's Certificate of the Company delivered to the Subordinated Trustee pursuant to the Subordinated Indenture. The Senior Indenture and the Subordinated Indenture are hereinafter sometimes referred to collectively as the

“Indentures.” In accordance with the provisions of the Indentures, unless otherwise specified in the Global Note (as defined below) or Master Note (as defined below), The Bank of New York Mellon Trust Company, N.A. will initially act as Transfer Agent, Securities Registrar and Paying Agent with respect to the Senior Notes and the Subordinated Notes (in such respective capacities, the **“Issuing and Paying Agent,”** and together with any other entity appointed to act as a paying agent pursuant to the terms of the applicable Indenture and designated in the applicable Global Note or Pricing Supplement (as defined below), the **“Paying Agents”**).

The Notes are unsecured debt securities which have been registered under the Securities Act of 1933, as amended (the **“Securities Act”**), on the Company’s registration statement on Form S-3, Registration No. 333-202354, filed with the Securities and Exchange Commission (the **“SEC”**) on February 27, 2015, including Amendment No. 1 thereto, which was filed with the SEC on May 1, 2015 (the **“Registration Statement”**), which Registration Statement has been declared effective. The base prospectus dated as of May 1, 2015 included in the Registration Statement, as supplemented by a Prospectus Supplement dated as of January 13, 2017 with respect to the Notes, is referred to herein as the **“Prospectus.”** The Prospectus also may be supplemented with a prospectus supplement (as that term is used in the Distribution Agreement) that shall be filed with the SEC and be delivered to investors with the Prospectus and the applicable Pricing Supplement. The supplement to the Prospectus setting forth the specific terms of the Notes from time to time is herein referred to as a **“Pricing Supplement.”** All references herein to a Pricing Supplement shall mean the applicable Pricing Supplement together with any prospectus supplement and the Prospectus.

Unless otherwise specified in the Global Note or Master Note, each issue of Notes will be issued either (a) in book-entry only form and represented by one or more fully registered global note certificates without coupons (each, a **“Global Note”**) delivered to the Issuing and Paying Agent, as custodian for The Depository Trust Corporation (**“DTC”**), (b) in book-entry only form and represented by a master registered global senior note certificate without coupons (the **“Master Note”**), held by the Trustee, as custodian for DTC and recorded in the book-entry system maintained by DTC, or (c) in limited circumstances, in certificated registered form (each, a **“Certificated Note”**) delivered to the investor, other purchaser or a person designated by such investor or other purchaser. Owners of beneficial interests in Notes issued in book-entry form (such interests referred to as **“Book-Entry Notes”**) will be entitled to physical delivery of Certificated Notes in principal amount equal to their respective beneficial interests only under the limited circumstances described in the applicable Indenture or the applicable Notes.

The procedures set forth below will govern the issuance and settlement of any Book-Entry Notes sold to the Selling Agents, as principals, or through the Selling Agents, as agents, unless otherwise agreed by the Company and the applicable Selling Agents, in writing, pursuant to a Written Terms Agreement, a Terms Agreement or otherwise. Any modifications or changes to these procedures with respect to a particular issue of Notes will be described, if necessary or appropriate, in the applicable Pricing Supplement and/or the applicable Written Terms Agreement, Terms Agreement or Pricing Agreement, as the case may be. To the extent the procedures set forth below conflict with or omit certain of the provisions of the Notes, the Indentures, the Distribution Agreement, the applicable Written Terms Agreement (if any), the applicable Terms Agreement (if any), the applicable Pricing Agreement (if any) or the applicable Pricing Supplement, the relevant provisions of the Notes, the Indentures, the Distribution Agreement, such Written Terms Agreement, Terms Agreement or Pricing Agreement and/or the applicable Pricing Supplement

shall control. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Indentures, the Distribution Agreement or the Prospectus or in the applicable Global Note or the Master Note.

PART I: PROCEDURES OF GENERAL APPLICABILITY

Unless otherwise provided in the applicable Pricing Supplement:

Amount:	Under the Registration Statement, the Company may issue Notes having an initial maximum aggregate offering price of up to \$40,000,000,000 (or the equivalent thereof in any other currency) as specified in the Prospectus.
Issue Date; Authentication:	Unless otherwise specified in accordance with the Indenture, each Global Note and Master Note will be dated as of the date of its authentication by the applicable Trustee (or any other authenticating agent duly appointed in accordance with the terms of the applicable Indenture). Each Note (a) represented by a Global Note also shall bear the date of the original issue of the applicable Note and (b) represented by a Master Note will be dated as of the date of the appropriate endorsement or notation on the applicable Master Note by the Trustee in accordance with the Master Note and the instructions of the Company and as set forth in the applicable Pricing Supplement (as applicable, the “ Original Issue Date ”). The Original Issue Date shall remain the same for all Notes subsequently issued upon transfer, exchange or substitution of an original Note regardless of their dates of authentication.
Maturities:	Each Note will mature on the date specified in the applicable Global Note and/or the applicable Pricing Supplement.
Registration:	The Notes will be issued only in fully registered form.
Interest:	<u>General.</u> Each Note will bear interest in accordance with its terms. Interest on each Note will accrue from, and including, the most recent Interest Payment Date to which interest has been paid, or if no interest has been paid, from the Original Issue Date, to, but excluding, the next Interest Payment Date or the Stated Maturity Date (or such other maturity date as is specified in the applicable Note or applicable Pricing Supplement) or any earlier redemption date or optional repayment date, as the case may be (collectively referred to herein as the “Maturity Date”). For additional special provisions relating to Floating-Rate Notes or Indexed Notes, see the Prospectus, any applicable prospectus supplement, any applicable Global Notes or the applicable Pricing Supplement. <u>Regular Record Dates.</u> Unless otherwise specified in the applicable Pricing Supplement, the Regular Record Date with respect to any Interest Payment Date for a Note shall be (a) for Book-Entry Notes denominated in U.S. dollars, one Business Day (in Charlotte and

New York City) (a “**U.S. Business Day**”) prior to the relevant Interest Payment Date and (b) for Certificated Notes or Book-Entry Notes denominated in a currency other than U.S. dollars, the date 15 calendar days (whether or not a U.S. Business Day) preceding the relevant Interest Payment Date as originally scheduled to occur.

Interest Payment Dates. Interest payments will be made on each Interest Payment Date specified in the applicable Pricing Supplement, commencing with the first Interest Payment Date following the Original Issue Date.

If an Interest Payment Date or the Maturity Date with respect to any Note falls on a day that is not a Business Day (under the definition set forth in the Pricing Supplement applicable to the particular Notes), the payment required to be made on such Interest Payment Date will be made on the appropriate date as provided in the Prospectus, the applicable Pricing Supplement and/or the applicable Note.

Interest payable on an Interest Payment Date (other than the Maturity Date) will be payable to the person in whose name a Note is registered at the close of business on the Regular Record Date next preceding such Interest Payment Date, except that the first payment of interest on a Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date (or on an Interest Payment Date) will be payable to the registered Holder as of the next succeeding Regular Record Date, on the Interest Payment Date following such succeeding Regular Record Date. Interest payable at the Maturity Date will be payable to the person to whom the principal of such Note is payable.

Amortizing Notes. The Company may issue Fixed-Rate Notes that provide for periodic installment payments of principal and interest according to an amortization table, which shall be prepared by the Company and described in the applicable Pricing Supplement. For any Notes that are not represented by a Master Note, the amortization table shall be attached to the applicable Global Note at the time of issuance.

Original Issue Discount Notes. The Company may issue Notes at a price lower than their principal amount or lower than their minimum guaranteed repayment amount at maturity (an “**Original Issue Discount Note**”). The applicable Pricing Supplement will specify whether the relevant Note is an Original Issue Discount Note. For any Notes that are not represented by a Master Note, the applicable Note will also specify whether the relevant Note is an Original Issue Discount Note. For the avoidance of doubt, a note issued with “de minimis original issue discount” for U.S. federal tax purposes shall not be deemed to be an Original Issue Discount Note.

Prepayment/Redemption:	If so specified in, and in accordance with the terms of, the applicable Global Note or the applicable Pricing Supplement, the Notes may be subject to prepayment at the option of the holders of the Notes on their respective optional prepayment dates, if any, set forth in the applicable Pricing Supplement. If no optional prepayment dates are indicated for a Note, then that Note may not be prepaid at the option of the holder prior to its Stated Maturity Date. If so specified in, and in accordance with the terms of, the applicable Global Note or the applicable Pricing Supplement, a Note may be redeemed at the option of the Company at (i) any time on and after an initial date specified in the applicable Global Note or the applicable Pricing Supplement, (ii) on any Interest Payment Date on or after an initial date specified in the applicable Global Note or the applicable Pricing Supplement or (iii) on such other date or dates, if any, or in such other manner as set forth in the applicable Global Note or the applicable Pricing Supplement for redemption at the option of the Company (each such date, an “Optional Redemption Date”).
Calculation of Interest and Other Determinations:	Unless otherwise specified in the applicable Global Note or the applicable Pricing Supplement, interest on the Notes will be calculated as set forth in the Prospectus. Calculations or other determinations of principal, interest or other amounts payable on the Notes that are indexed notes (as described in the Prospectus), will be made in accordance with the applicable Pricing Supplement for those Notes. At the time of the sale of Notes, the Company will appoint a calculation agent to determine the applicable calculations and/or determinations relating to that issue of Notes, and that calculation agent will be identified in the applicable Pricing Supplement.
Exchange Rate for Notes Payable in a Currency Other Than U.S. Dollars:	For Notes payable in a currency other than U.S. dollars, the exchange agent identified in the applicable Global Note and/or the applicable Pricing Supplement will determine the applicable rate of exchange for payment in U.S. dollars in the circumstances described in the Prospectus, or as may otherwise be described in the applicable Global Note and/or the applicable Pricing Supplement.
Preparation of Pricing Supplement:	If any offer to purchase a Note is accepted by the Company or the Company and the applicable Selling Agents agree to the terms of Notes to be purchased by such Selling Agents as principal pursuant to a Written Terms Agreement or Pricing Agreement in accordance with the Distribution Agreement, the Company promptly will prepare a Pricing Supplement reflecting the terms of such Note and file such Pricing Supplement with the SEC in accordance with Rule 424 promulgated under the Securities Act. For any Note represented by a Master Note, the terms of the particular Note included in the final

Pricing Supplement that is prepared by the Company (or its counsel) and approved in writing (which may take the form of electronic mail) by the Selling Agent(s) (or their counsel) will govern such Note.

Information to be included in the Pricing Supplement shall include, among other things:

the name of the Company;

the title of the securities, including series designation, if any, and whether the Note is senior or subordinated;

the date of the Pricing Supplement and any applicable prospectus supplement and the dates of the Prospectus and Prospectus Supplement to which the Pricing Supplement relates;

the name(s) of the Selling Agent(s);

whether the Notes are being sold to the Selling Agent(s) as principal(s) or to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company;

for Notes sold to the Selling Agent(s) as principal(s), whether those Notes will be resold by the Selling Agent(s) to investors and other purchasers (i) at a fixed public offering price of a specified percentage of their principal amount, (ii) at varying prices related to prevailing market prices at the time of resale to be determined by the Selling Agent(s) or (iii) at 100% of their principal amount;

for Notes sold to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company, whether such Notes will be sold at (i) 100% of their principal amount or (ii) at another specified percentage of their principal amount;

the Selling Agent's (or Selling Agents') commission or underwriting discount;

net proceeds to the Company;

the applicable payment terms of the Notes;

the information with respect to the terms of the Notes set forth herein under "Procedures for Notes Issued in Book-Entry Form—Settlement Procedures for DTC Notes," in Settlement Procedure "A"; and

any other provisions of or relating to the Notes material to investors or other purchasers of the Notes not otherwise specified in the Prospectus, any applicable prospectus supplement or the applicable Pricing Supplement.

One copy of such document will be sent by electronic mail, facsimile or overnight express (for delivery as soon as practicable following

For delivery of prospectuses,
pricing supplements, etc.:

the trade, but in no event later than 12:00 noon on the Business Day following the applicable trade date) to the applicable Selling Agent(s), the applicable Trustee and the applicable Paying Agent at the following applicable address:

if to MLPF&S, to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
One Bryant Park
New York, New York 10036

As shall be provided to counsel for the Company and the applicable Selling Agent(s) from time to time:

Attention:
Telephone:
Fax:
E-mail:

if to the Company, to:

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
Telephone: (866) 607-1234
Fax: (704) 548-5999
E-mail: tmtreasuryFunding@bankofamerica.com

if to the Issuing and Paying Agent, to:

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway N.
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Fax: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

if to the Senior Trustee, to:

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway N.
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Fax: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

if to the Subordinated Trustee, to:

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway N.
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Fax: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

For record keeping purposes, one copy of each Pricing Supplement, as so delivered shall also be mailed or sent by facsimile or other electronic transmission as set forth below and to any other Paying Agent as may be appointed for a particular Note:

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019-9601
Attention: James R. Tanenbaum, Esq.
Telephone: (212) 468-8000
Fax: (212) 468-7900
E-mail: jtanenbaum@mofo.com

and to:

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
Telephone: (866) 607-1234
Fax: (704) 548-5999
E-mail: tmtreasuryFunding@bankofamerica.com

and to:

McGuireWoods LLP
201 North Tryon Street
Charlotte, North Carolina 28202
Attention: Richard W. Viola
Telephone: (704) 343-2149
Fax: (704) 343-2300
E-mail: rviola@mcguirewoods.com

Settlement:

The receipt of immediately available funds by the Company in payment for a Note and either (i) for a Note represented by a Global Note, the authentication of such Global Note by the Trustee or other relevant authenticating agent or (ii) for a Note represented by a Master Note, the endorsement or notation of the schedule to such Master Note by the Trustee evidencing the Supplemental Obligation and, in either case, the delivery of such Note by the Issuing and Paying Agent (or such other Paying Agent as may be appointed for such Note) through the facilities of DTC (or such other clearing system as specified in the applicable Pricing Supplement), shall constitute “settlement.” Offerings will be settled within three to five U.S. Business Days, or at such time as the Selling Agent(s) and the Company shall agree, pursuant to the Settlement Procedures Timetable set forth in Part II of these Administrative Procedures (each such date fixed for settlement is hereinafter referred to as a “**Settlement Date**”). Unless otherwise agreed, if procedures “A” and “B” in “Procedures for Notes Issued in Book-Entry Form—Settlement Procedures for DTC Notes” below for a particular offer are not completed on or before the time set forth in each such section, such offer shall not be settled until the applicable Business Day following the completion of the applicable procedures “A” and “B,” or such later date as the Selling Agent and the Company shall agree.

These Settlement Procedures, as well as those described in Part II, may be modified for any purchase of Notes by a Selling Agent as principal, if so agreed among the Company, the applicable Selling Agents and the applicable Paying Agent.

Confirmation:

For each offer to purchase a Note solicited by a Selling Agent, whether acting as principal or as agent, the Selling Agent will issue a confirmation to the purchaser in accordance with standard practices in the securities industry of the jurisdiction(s) in which the Notes are offered prevailing at the time.

Delivery of Prospectus and Applicable Pricing Supplement:	The relevant Selling Agent will ensure that a copy of the most recent Prospectus and the applicable Pricing Supplement accompanies or precedes the earlier of (a) the written confirmation of sale sent to an investor or other purchaser or its agent and (b) the delivery of Notes to an investor or other purchaser or its agent (in accordance with, if applicable, Rule 172 under the Securities Act).
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**PART II: PROCEDURES FOR NOTES ISSUED
IN BOOK-ENTRY FORM**

In connection with the qualification of Notes issued in book-entry form for eligibility in the book-entry system maintained by DTC, the Issuing and Paying Agent will perform the custodial, document control and administrative functions described below in accordance with its obligations under the Letter of Representations from the Company and the Issuing and Paying Agent to DTC, dated April 10, 2008, and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("SDFS"). If any other Paying Agent is appointed for an issue of Notes, such Paying Agent will perform such functions in accordance with the applicable arrangements in place between the Company and such Paying Agent and as required by the applicable clearing system.

Issuance:	Each Global Note and Master Note will be dated as of the date of its authentication by the Trustee or other relevant authenticating agent and the Notes will have the Original Issue Date described in Part I of these Administrative Procedures. The date from which interest will begin to accrue with respect to each Global Note will be (a) for an original Global Note (or any portion thereof), its Original Issue Date and (b) for any Global Note (or portion thereof) issued subsequently upon exchange of a Global Note or in lieu of a destroyed, lost or stolen Global Note, the most recent Interest Payment Date to which interest has been paid or duly provided for on the predecessor Global Note or Notes (or if no such payment or provision has been made, the Original Issue Date of the predecessor Global Note or Notes), regardless of the date of authentication of such subsequently issued Global Note. For any Notes represented by a Master Note, the terms of each Supplemental Obligation will be established by the Company pursuant to the terms of the Senior Indenture and such terms will be set forth in a Pricing Supplement prepared by the Company (or its counsel) and approved in writing (which may take the form of electronic mail) by the Selling Agents (or their counsel). Certain information from such Pricing Supplement regarding the terms of each Supplemental Obligation will be entered on the schedule to the Master Note, and such Pricing Supplement will govern the terms of the Supplemental Obligation represented by the Master Note. The Trustee shall make the required endorsements or notations on the
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schedule to the Master Note to indicate the issuance, exchange and/or transfer of a Supplemental Obligation and to evidence certain terms thereof as set forth in the applicable Pricing Supplement.

For other variable terms for of the relevant Notes, see the Prospectus, any applicable prospectus supplement and the applicable Pricing Supplement.

Identification:

CUSIP Numbers. The Company or MLPF&S has arranged or will arrange with the CUSIP Service Bureau of Standard & Poor's Corporation (the "**CUSIP Service Bureau**") for the reservation of one or more series of CUSIP numbers which have been reserved for and relate to Global Notes or to Notes represented by Master Notes to be issued under the Program and payable in U.S. dollars and settling initially through DTC (referred to herein as "**DTC Notes**"). The Company or MLPF&S will assign CUSIP numbers to DTC Notes as described below under "—Settlement Procedures for DTC Notes" in procedure "B." At a time when fewer than 50 CUSIP numbers of a reserved series remain, and, if deemed necessary, the Company or MLPF&S will reserve and obtain additional CUSIP numbers for assignment to the DTC Notes. DTC Notes having an aggregate principal amount in excess of \$500,000,000 (or such other maximum amount then required by DTC) and otherwise required to be represented by the same DTC Note will instead be represented by two or more Global Notes which shall all be assigned the same CUSIP number.

ISINs and Common Codes. For Notes trading directly through the Euroclear system ("Euroclear") and/or Clearstream Banking, société anonyme, Luxembourg ("Clearstream"), the Company (either on its own behalf or through the applicable Paying Agent or the applicable Selling Agent) will obtain an ISIN and a Common Code for those Notes following confirmation of the purchase and/or delivery of the final term sheet for the applicable Notes.

Registration:

Unless otherwise specified by DTC, each DTC Note will be registered in the name of Cede & Co., as nominee for DTC, on the register maintained by the Issuing and Paying Agent under the applicable Indenture. It is expected that the beneficial owner of a Book-Entry Note (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Note, the "Participants") to act as agent for such beneficial owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such DTC Note issued in book-entry form in the account of such Participants. The ownership interest of such beneficial owner in such DTC Note issued in book-

entry form will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in DTC.

Transfers: Transfers of beneficial ownership interests in a Note will be accomplished by book entries made by DTC or such other applicable clearing system, and, in turn, by Participants (and in certain cases, one or more indirect participants in DTC or such other applicable clearing system) acting on behalf of beneficial transferors and transferees of the related Note. For each Supplemental Obligation represented by a Master Note and subject to transfer, the Senior Trustee will make the appropriate endorsement or notation on the applicable schedule to such Master Note to reflect such transfer.

Denominations: Unless otherwise specified in the applicable Global Note or Master Note and any related Pricing Supplement for such Note, all Notes will be denominated in U.S. dollars in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000.

Payments of Principal and Interest: Payments of Interest Only. At least 10 calendar days before any date for payment of interest on the applicable DTC Note (or such shorter period as shall be necessary under the terms of the applicable Notes), the Issuing and Paying Agent will deliver to the Company and DTC a written notice specifying by CUSIP number the amount of interest to be paid on each DTC Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with the Maturity Date) and the total of such amounts. DTC will confirm the amount payable on each DTC Note on the Interest Payment Date by reference to the daily bond reports published by S&P Global Market Intelligence, a division of S&P Global, Inc. (“S&P”).

On the Interest Payment Date, the Company will pay to the applicable Paying Agent in immediately available funds an amount sufficient to pay the interest then due and owing, and upon receipt of such funds from the Company, the applicable Paying Agent in turn will pay to DTC such total amount of interest due (other than at the Maturity Date), at the times and in the manner set forth below under “Manner of Payment.”

Payments of Other Amounts. The payment amounts other than interest, principal and premium, if any, including amounts payable on exchange for cash, will be made at such time pursuant to the methods set forth in the applicable Pricing Supplement or the applicable Global Note.

Payments at Maturity. On or about the first U.S. Business Day of each month, the applicable Paying Agent will deliver to the Company and DTC a written list of principal, interest and any

premium or other amounts to be paid on each Note maturing either at the Stated Maturity Date (or such other Maturity Date as is specified in the applicable Pricing Supplement or the applicable Global Note), or on a redemption date in, or for which an option to elect repayment has been received with respect to, the following month. The applicable Paying Agent, the Company and DTC will confirm the amounts of such principal, interest and any premium or other payments with respect to a Note on or about the fifth U.S. Business Day preceding the Maturity Date of such Note. At maturity, the Company will pay to the applicable Paying Agent in immediately available funds an amount sufficient to make the Maturity Date payment, and upon receipt of such funds the applicable Paying Agent in turn will pay to DTC the principal amount of the Note, together with interest and any premium or other amounts due at the Maturity Date, at the times and in the manner set forth below under "Manner of Payment." Promptly after payment to DTC of the principal, interest and any premium or other amounts due at the Maturity Date of such Note, the applicable Paying Agent will cause such principal amount of the Note to be debited from the relevant DTC account(s) and enter such reduction in principal amount or the full payment of such Note in its records, and (i) in the case of any Note represented by a Global Note or Global Notes, the applicable Trustee will cancel such Global Note or Global Notes and/or make an appropriate endorsement or notation on a schedule to such Global Note, in each case in accordance with the terms of the applicable Indenture or (ii) in the case of any Note represented by a Master Note, the applicable Trustee will make an appropriate endorsement or notation on a schedule to such Master Note in accordance with the applicable Indenture to reflect the reduction in principal amount or full payment of the Supplemental Obligation. In the case of redemption or optional repayment of a portion (in increments of the minimum denomination), but less than all, of the Notes, the applicable Trustee shall (a) either (i) issue a new Global Note, in accordance with the procedures set forth herein and in the applicable Indenture, representing the balance of the Notes not so redeemed or repaid or (ii) make an appropriate endorsement or notation on a schedule to such Global Note reflecting the decrease in the amount of the Notes represented thereby, in accordance with its terms and the terms of the applicable Indenture, or (b) make an appropriate endorsement or notation on a schedule to the Master Note in accordance with its terms and the terms of the Senior Indenture to reflect the decrease in the amount of the relevant Supplemental Obligation represented by such Master Note. On or about the first U.S. Business Day of each month, the applicable Paying Agent will deliver to the Company a written statement indicating the total principal amount

of outstanding Notes as of the close of business on the immediately preceding Business Day.

Manner of Payment. The total amount of any principal, interest, premium or other amounts due on Notes on any Interest Payment Date or at the Maturity Date shall be paid by the Company to the applicable Paying Agent in funds available for use by the applicable Paying Agent no later than 11:00 a.m., New York City time for DTC Notes on that date. The Company will make that payment on those Notes to an account specified by the applicable Paying Agent. Upon receipt of such funds, the applicable Paying Agent will pay by separate wire transfer (using Fedwire message entry instructions in a form previously specified by DTC) to an account at the Federal Reserve Bank of New York previously specified by DTC in funds available for immediate use by DTC each payment of principal, interest and any premium or other amounts due on a Note on that date. Thereafter on that date, it is expected that DTC will pay, in accordance with its SDFS operating procedures then in effect such amounts in funds available for immediate use to the respective Participants in whose names such Notes are recorded in the applicable book-entry system. None of the Company, the respective Trustees or the applicable Paying Agent shall have any responsibility or liability for the payment by DTC or any other clearing system of the principal of, or interest or any premium or other amounts on the Notes to the Participants.

Withholding Taxes. Without prejudice to any obligation of any person, the amount of any taxes required under applicable law to be withheld from any payment on a Note generally will be determined and withheld by DTC; the Participant therein; the indirect participant in DTC; or other person responsible for forwarding payments and materials directly to the beneficial owner of such beneficial interest in the Note.

Settlement Procedures for DTC
Notes:

Unless otherwise agreed to among the parties, the Settlement Procedures with regard to each DTC Note, whether purchased by the applicable Selling Agent(s), as principal(s), or sold through the applicable Selling Agent(s), as agent(s) of the Company, will be as set forth below. Each procedure specified below shall be completed as soon as practicable, but not later than the respective time (New York City time) on the applicable day as set forth below. For purposes of this section describing Settlement Procedures for DTC Notes only, "**Business Day**" shall mean a U.S. Business Day, as defined above in Part I.

11:00 a.m. on the applicable
trade date

- A. The applicable Selling Agent(s) will advise the Company by telephone, confirmed in writing by facsimile or other electronic transmission (which confirmation may take the form of a term sheet prepared by the applicable Selling

Agent(s) and provided to the Company and its counsel), of the following settlement information:

Issue Price, Principal Amount of the Note, and whether such Note is a Senior Note or Subordinated Note.

The applicable terms set forth in Exhibit B to the Distribution Agreement.

Price to public, if any, of the Note (or whether the Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the applicable Selling Agent(s)).

Net proceeds to the Company.

The Selling Agent's (or Selling Agents') commission or underwriting discount and the Selling Agent's (or Selling Agents') participant account at DTC or any other depository for settlement.

Trade Date.

Original Issue Date.

Settlement Date.

Stated Maturity Date.

If applicable, Amortization Table, specifying the rate at which an Amortizing Note is to be amortized.

Provisions regarding exchange options, if any, including the exchange ratio, method for determining when Notes may be exchanged and at whose option, dates of exchange and any other necessary information.

Redemption provisions, if any, including Optional Redemption Date (as defined in the applicable Global Note or the applicable Pricing Supplement), any applicable initial redemption percentage or redemption reduction percentage and frequency, whether partial redemption is permitted and method of determining Notes to be redeemed.

Prepayment option dates and prepayment option prices, if any.

Extension provisions, if any, including length of extension periods, number of extension periods and final Maturity Date.

Renewal terms, if any, of a renewable Note.

Net proceeds to the Company.

The Selling Agent's commission or underwriting discount and the Selling Agent's participant account at DTC or any other depository for settlement.

Whether such Notes are being sold to the Selling Agent(s) as principal or to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company, or by the Company itself.

Whether such Note is being issued with Original Issue Discount and the applicable Original Issue Discount terms.

Such other information specified with respect to the Notes (whether by addendum, text to be included in the applicable Global Note or the applicable Pricing Supplement or otherwise).

The term sheet prepared by the applicable Selling Agent(s) and delivered to the Company on the trade date and confirming the terms of each particular issue of Notes or a Written Terms Agreement, Terms Agreement or Pricing Agreement, as applicable, executed and delivered by the applicable Selling Agent(s) and the Company on the trade date will evidence the terms of each such issue of Notes as agreed by the applicable Selling Agent(s) and the Company; provided, however, that the final Pricing Supplement for such issue of Notes may include changes to terms set forth in such term sheet or Written Terms Agreement, Terms Agreement or Pricing Agreement, as applicable, and such final Pricing Supplement will govern the terms of such issue of Notes.

As soon as practicable following the trade, but no later than 12:00 noon on the Business Day immediately following the applicable trade date

- B. After receiving such settlement information from the Selling Agent(s), the Company or MLPF&S will assign a CUSIP number to the Note and will obtain or will arrange for the applicable Paying Agent to obtain an ISIN and Common Code if the Notes also are clearing through Euroclear and/or Clearstream. The Company will then advise the applicable Trustee by electronic mail of the above settlement information received from the Selling Agent(s), including the CUSIP number, ISIN and Common Code (as applicable) and the name of the Selling Agent(s). MLPF&S also will notify DTC of the settlement details, including the CUSIP number. The Company will prepare a Pricing Supplement to the Prospectus and deliver copies to the Selling Agent(s) and the applicable Paying Agent.

As soon as practicable following the trade, but no later than 12:00 noon on the Business Day immediately preceding the Settlement Date

- C. The Issuing and Paying Agent (or other applicable Paying Agent) will communicate to DTC and the Selling Agent(s), through DTC's Participant Terminal System, a pending deposit message specifying the following settlement information:
1. The information set forth in the Settlement Procedure "A."
 2. Identification numbers of the participant accounts maintained by DTC on behalf of the applicable Paying Agent and the Selling Agent(s).
 3. The initial Interest Payment Date, if any, for such Note, the number of days by which such date succeeds the related record date for DTC purposes (or, in the case of Floating-Rate Notes or Indexed Notes, which reset daily or weekly, the date five calendar days preceding the Interest Payment Date) and, if then calculable, the amount of interest payable on such Interest Payment Date (which amount shall have been confirmed by the Issuing and Paying Agent).
 4. The CUSIP number, ISIN and Common Code (as applicable) of the Note.
 5. Whether such Note represents any other Notes issued or to be issued in book-entry form.
- D. DTC will arrange for each pending deposit message described above to be transmitted to S&P, which will use the information in the message to include certain terms of the Note in the appropriate daily bond report published by S&P.
- E. Unless otherwise agreed by the parties, for any Notes to be represented by a Global Note, the Company will complete such Global Note representing the Notes and will deliver such Note to the applicable Trustee (or any other authentication agent duly appointed in accordance with the terms of the applicable Indenture) for authentication, to be held by the applicable Trustee as custodian for DTC. If the Notes are to be represented by a Master Note, the Company or its counsel will so notify the Senior Trustee, and the Senior Trustee will make an appropriate endorsement or notation on a schedule to the Master Note to reflect the issuance of a Supplemental Obligation and shall enter additional information with respect to such Supplemental Obligation as indicated on such schedule. The Senior Trustee will maintain possession of the Master Note as custodian for DTC.

9:00 a.m. on the Settlement Date

9:00 a.m. on the Settlement Date

<i>10:00 a.m. on the Settlement Date</i>	F.	DTC will credit the Notes to the participant account of the Issuing and Paying Agent maintained by DTC.
<i>No later than 2:00 p.m. on the Settlement Date</i>	G.	The applicable Trustee will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit the Note to such Trustee's participant account and credit the Note to the participant account of the applicable Selling Agent(s) maintained by DTC and (ii) unless the Company is to receive such funds outside of the DTC system, to debit the settlement account of such Trustee maintained by DTC in an amount equal to the initial public offering price of such Note less such Selling Agent's (or Selling Agents') discount or underwriting commission, as applicable. If the Notes are not to be represented by a Master Note, entry of such a delivery order shall be deemed to constitute a representation and warranty by such Trustee to DTC that (i) the Global Note representing such Note has been issued and authenticated and (ii) such Trustee is holding the Global Note pursuant to its arrangements and agreements with DTC. If the Notes are to be represented by a Master Note, the entry of such a delivery order shall be deemed to constitute a representation and warranty by the Senior Trustee to DTC that (a) such Note has been issued through the facilities of DTC and (b) the Senior Trustee is holding the Master Note pursuant to its arrangements and agreements with DTC.
<i>No later than 2:00 p.m. on the Settlement Date</i>	H.	In the case of Notes sold through the applicable Selling Agent(s), as agent(s), for the purpose of facilitating the delivery of the Notes to the applicable Selling Agent(s), such Selling Agent(s) will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit the Note to the applicable Selling Agent's (or Selling Agents') participant account and credit the Note to the participant account of the Participants maintained by DTC and (ii) to debit the settlement accounts of the Participants and credit the settlement account of the applicable Selling Agent(s) maintained by DTC in an amount equal to the initial public offering price of the Note.
<i>3:00 p.m. on the Settlement Date</i>	I.	Transfers of funds in accordance with SDFS deliver orders described in procedures "G" and "H" above will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.
<i>3:30 p.m. on the Settlement Date</i>	J.	Upon receipt, the applicable Trustee will pay the Company, by wire transfer of immediately available funds to an account specified by the Company to the Issuing and Paying Agent

4:00 p.m. on the Settlement
Date

from time to time, the amount transferred to the Issuing and Paying Agent in accordance with procedure “G” above.

- K. If the Note was sold through a Selling Agent, such Selling Agent will confirm the purchase of the Note to the investor or other purchaser by transmitting to the Participant with respect to the Note a confirmation order either (i) through DTC’s Participant Terminal System or (ii) by mailing a written confirmation to such investor or other purchaser.
- L. Unless otherwise directed by the Company, if an offering of Notes is sold to or through more than one Selling Agent, and MLPF&S is one of the Selling Agents, then, solely for purposes of effecting delivery of the Notes, MLPF&S shall act as settlement agent for the other Selling Agents as follows:

The Notes will initially be credited to MLPF&S’s participant account with DTC and, concurrently therewith, MLPF&S will issue an order through DTC’s Participant Terminal System to transfer the Notes purchased or sold by such other Selling Agents to the participant account or accounts of such Selling Agents or such other parties based on the written instructions given by such other Selling Agents to MLPF&S.

Each Selling Agent will provide its written instructions to MLPF&S prior to the relevant Settlement Date.

MLPF&S is acting solely as settlement agent on behalf of such other Selling Agents and will not have any contractual commitment to purchase or sell any Notes purchased or sold by such other Selling Agents or any proprietary interest therein (except as may be provided otherwise in the Distribution Agreement or any applicable Written Terms Agreement, Terms Agreement or Pricing Agreement).

The settlement arrangements contemplated by this procedure “L” shall not in any way limit the obligations of such other Selling Agents pursuant to the Distribution Agreement, any applicable Written Terms Agreement, Terms Agreement or Pricing Agreement, or these Procedures with respect to the settlement of any Notes purchased or sold by such other Selling Agents, including such Selling Agent’s obligation to cause the initial public offering price of such Notes less such Selling Agent’s discount or underwriting commission to be paid and transferred as contemplated above.

- M. If a sale is to be settled more than one U.S. Business Day after

the trade date, procedures “A,” “B” and “C” above may, if necessary, be completed at any time prior to the specified times on the first applicable Business Day after such trade date. Procedure “I” above is subject to extension in accordance with any extension of Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

- N. If settlement of a Book-Entry Note is rescheduled or canceled by the Company, the Issuing and Paying Agent will deliver to DTC, through DTC’s Participant Terminal System, a cancellation message to such effect by no later than 2:00 p.m., New York City time for DTC on the Business Day immediately preceding the scheduled Settlement Date, and if the Notes are represented by a Master Note, the Senior Trustee shall make an appropriate endorsement or notation on the schedule thereto.

Failure to Settle:

If the Issuing and Paying Agent fails to enter an SDFS deliver order with respect to a Book-Entry Note represented by a DTC Note pursuant to procedure “G” above for DTC Notes, the Issuing and Paying Agent may deliver to DTC through DTC’s Participant Terminal System, as soon as practicable, a withdrawal message instructing DTC to debit such Note from the participant account of the Issuing and Paying Agent maintained at DTC. DTC will process the withdrawal message, provided that such participant account contains a principal amount that is at least equal to the principal amount to be debited. If withdrawal messages are processed with respect to all the Book-Entry Notes represented by a Global Note, the Issuing and Paying Agent will make appropriate entries in its records and the Trustee will cancel such Global Note in accordance with the terms of the applicable Indenture. If withdrawal messages are processed with respect to a portion of the Book-Entry Notes represented by a Global Note, the Trustee will, upon receipt of instructions from the Company, either (i) exchange such DTC Note for two DTC Notes, one of which shall represent the Book-Entry Notes for which withdrawal messages are processed and shall be canceled immediately after issuance by the applicable Trustee in accordance with the terms of the applicable Indenture, and the other of which shall represent the other Book-Entry Notes previously represented by the surrendered Global Note and shall bear the CUSIP number of the surrendered Global Note, or (ii) make an appropriate endorsement or notation on a schedule to such Global Note (including any Master Note) reflecting the decrease in the amount of the Notes represented thereby,

in accordance with its terms and the terms of the Indenture. The CUSIP number assigned to DTC Notes for which a withdrawal message is processed in accordance with CUSIP Service Bureau procedures shall be canceled and not immediately reassigned.

In the case of any DTC Note sold through a Selling Agent, as agent, if the purchase price for any Book-Entry Note represented by the DTC Note is not timely paid to the Participants with respect to such Book-Entry Note by the beneficial owner or other purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such beneficial owner or other purchaser), such Participants and, in turn, the related Selling Agent may enter SDFS deliver orders through DTC's Participant Terminal System reversing the orders entered pursuant procedures "G" and "H" for the Notes, respectively. Thereafter, the Issuing and Paying Agent will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure shall have occurred for any reason other than default by the applicable Selling Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse the applicable Selling Agent on an equitable basis for its reasonable loss of the use of funds during the period when the funds were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to a Book-Entry Note that was to have been represented by a Global Note also representing other Book-Entry Notes, the applicable Trustee will take the applicable actions described in Procedure "E" and in accordance with instructions by the Company and the Indenture. The applicable Trustee shall make any required endorsement or notation on a schedule to the applicable Master Note to negate any prior endorsement or notation, as required to reflect the fact that such Note did not settle.

SEVENTH SUPPLEMENTAL INDENTURE

BETWEEN

BANK OF AMERICA CORPORATION

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

DATED AS OF JANUARY 13, 2017

Supplementing the Indenture for Senior Debt Securities dated as of January 1, 1995,
as supplemented by a First Supplemental Indenture dated as of September 18, 1998,
Second Supplemental Indenture dated as of May 7, 2001,
Third Supplemental Indenture dated as of July 28, 2004,
Fourth Supplemental Indenture dated as of April 28, 2006,
Fifth Supplemental Indenture dated as of December 1, 2008
and
Sixth Supplemental Indenture dated as of February 23, 2011

SEVENTH SUPPLEMENTAL INDENTURE

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of January 13, 2017 (the "Seventh Supplemental Indenture"), between BANK OF AMERICA CORPORATION, a Delaware corporation (the "Company"), having its principal office at 100 North Tryon Street, Charlotte, North Carolina 28255, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association, as successor Trustee (the "Trustee") under the Indenture referred to herein.

WITNESSETH:

WHEREAS, NationsBank Corporation, predecessor of the Company, and BankAmerica National Trust Company, predecessor trustee, previously entered into an Indenture for Senior Debt Securities, dated as of January 1, 1995 (the "Base Indenture"), which has been supplemented by a First Supplemental Indenture dated as of September 18, 1998, a Second Supplemental Indenture dated as of May 7, 2001, a Third Supplemental Indenture dated as of July 28, 2004, a Fourth Supplemental Indenture dated as of April 28, 2006 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture dated as of December 1, 2008 and a Sixth Supplemental Indenture dated as of February 23, 2011 (each, a "Supplemental Indenture" and together, the "Supplemental Indentures" and the Base Indenture as so supplemented by the Supplemental Indentures, the "Indenture");

WHEREAS, Section 10.01(e) of the Base Indenture provides that without the consent of any holders of Securities, the Company, when authorized by or pursuant to a Board Resolution (as defined in Section 1.01 of the Base Indenture), and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of modifying, eliminating or adding to any of the provisions of the Indenture, provided that any such change or elimination shall not apply to any Security Outstanding at the time of such change;

WHEREAS, the Company desires to enter into an indenture supplemental to the Indenture for the purposes of (a) adding to the list of particular terms of the Securities that may be established pursuant to Section 2.03(b) of the Indenture, (b) modifying certain provisions of the Indenture relating to events of default and remedies, and (c) making certain other modifications as set forth herein, in each case for all Securities to be issued on or after the date of such supplemental indenture;

WHEREAS, the Company has requested that the Trustee execute and deliver this Seventh Supplemental Indenture;

WHEREAS, the conditions set forth in the Base Indenture for the execution and delivery of this Seventh Supplemental Indenture have been satisfied; and

WHEREAS, all things necessary to make this Seventh Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Indenture have been done.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed that the Indenture is supplemented and amended to the extent and for the purposes expressed herein, as follows:

ARTICLE I

CAPITALIZED TERMS

Section 1.1 *Definition of Terms.*

For purposes of this Seventh Supplemental Indenture,

(a) terms defined in the Base Indenture or any Supplemental Indenture have the same meaning when used in this Seventh Supplemental Indenture unless otherwise specified herein;

(b) a term defined anywhere in this Seventh Supplemental Indenture has the same meaning throughout;

(c) the singular includes the plural and vice versa; and

(d) headings are for convenience of reference only and do not affect interpretation.

ARTICLE II

AMENDMENTS TO THE INDENTURE

Section 2.1 Section 1.01 of the Base Indenture is hereby amended by inserting the following new defined term immediately following the definition of “Coupon”:

“Covenant Breach:

The term “Covenant Breach” shall mean, with respect to the Securities of any series, a failure on the part of the Company duly to observe or perform any of the covenants or agreements on the part of the Company contained in the Securities or in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically subject to Section 6.01 of this Indenture), which failure continues for a period of 90 days after the date on which written notice of such failure, requiring the Company to remedy the same, shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of at least 25 percent in aggregate principal amount of the Securities affected thereby at the time Outstanding. For the avoidance of doubt, a Covenant Breach shall not be an Event of Default with respect to any Security, except to the extent otherwise specified as contemplated by Section 2.03(b) with respect to such Security.”

Section 2.2 Section 2.03(b) of the Indenture is hereby amended as follows:

(a) The word “and” at the end of the current Section 2.03(b)(20) of the Indenture is deleted.

(b) The following is inserted as new Section 2.03(b)(21):

“(21) any addition to, elimination of or other change in the Events of Default or covenants, or to the definition of “Covenant Breach” set forth in Section 1.01, in each case with respect to the Securities of such series, including making Events of Default, Covenant Breaches or covenants inapplicable or changing the remedies available to holders of the Securities of such series upon an Event of Default or a Covenant Breach; and”

(c) The current Section 2.03(b)(21) of the Indenture is renumbered to 2.03(b)(22), and otherwise is not modified by this Seventh Supplemental Indenture.

Section 2.3 Section 3.04 of the Base Indenture is hereby amended by inserting “or Covenant Breach” after each occurrence of the phrase “Event of Default.”

Section 2.4 Section 4.08 of the Base Indenture is hereby amended by deleting such Section 4.08 in its entirety and replacing it with the following:

“The Company shall file with the Trustee written notice of the occurrence of any Default, Event of Default or Covenant Breach within five business days of its becoming aware of any such Default, Event of Default or Covenant Breach. For the purposes of this Section, the term “Default” means any event that is, or after notice or lapse of time would become, an Event of Default or Covenant Breach with respect to the Securities of the relevant series.”

Section 2.5 Section 6.01 of the Base Indenture is hereby amended by deleting such Section 6.01 in its entirety and replacing it with the following:

“Except as may otherwise be specified as contemplated by Section 2.03(b) for Securities of any series, “Event of Default,” wherever used herein with respect to Securities of any series, means any one of the following events (whatever the reason for such Event of Default and whether it be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of (or premium, if any, on) any of the Securities of such series as and when the same shall become due and payable either at maturity, upon redemption, by declaration or otherwise, and continuance of such default for a period of 30 days;

(b) default in the payment of any installment of interest upon any of the Securities of such series as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(c) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days;

(d) the Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of the Company or for any substantial part of its property, or shall make any general assignment for the benefit of creditors; or

(e) any other Event of Default provided with respect to Securities of such series.

Unless otherwise specified as contemplated by Section 2.03(b) with respect to the Securities of such series, if an Event of Default described in clause (a) or (b) above shall have occurred and be continuing, and in each and every such case, unless the principal amount of all the Securities of such series shall have already become due and payable,

either the Trustee or the holders of not less than 25 percent in aggregate principal amount of the Securities of all series affected thereby then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by securityholders) may declare the principal amount of all the Securities (or, with respect to Original Issue Discount Securities, such lesser amount as may be specified in the terms of such Securities) affected thereby to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Securities of such series contained to the contrary notwithstanding, or, unless otherwise specified as contemplated by Section 2.03(b) with respect to the Securities of such series, if an Event of Default described in clause (c) or (d) above shall have occurred and be continuing, and in each and every such case, unless the principal of all the Securities of such series shall have already become due and payable, either the Trustee or the holders of not less than 25 percent in aggregate principal amount of all the Securities then Outstanding hereunder (voting as one class), by notice in writing to the Company (and to the Trustee if given by securityholders), may declare the principal of all the Securities (or, with respect to Original Issue Discount Securities, such lesser amount as may be specified in the terms of such Securities) to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Securities contained to the contrary notwithstanding.

Unless otherwise specified as contemplated by Section 2.03(b) with respect to the Securities of such series, there shall be no rights of acceleration other than as described in the preceding paragraph. In addition, for the avoidance of doubt, unless otherwise specified as contemplated by Section 2.03(b) with respect to the Securities of a series, neither the Trustee nor any holders of such Securities shall have the right to accelerate the payment of such Securities, nor shall the payment of any Securities be otherwise accelerated, as a result of a Covenant Breach. Further, for avoidance of doubt, if an Event of Default as described in Section 6.01(e) is specified for a series of Securities, there will be no right to accelerate payment of such Securities on the terms described in the preceding paragraph unless such acceleration rights are granted specifically for such Securities as contemplated by Section 2.03(b)."

Section 2.6 Section 6.02 of the Base Indenture is hereby amended as follows:

- (a) The following is inserted in the first sentence of the first paragraph of Section 6.02 after the words "that if," and before the words "at any time after the principal:"
"unless otherwise specified as contemplated by Section 2.03(b) with respect to the Securities of a series,"
- (b) Each occurrence of the term "defaults" shall be replaced by the phrase "Events of Default or Covenant Breaches," and each occurrence of the term "default" shall be replaced by the phrase "Event of Default or Covenant Breach."

Section 2.7 The second paragraph of Section 6.03 of the Base Indenture is hereby deleted in its entirety.

Section 2.8 The last paragraph of Section 6.03 of the Base Indenture is hereby amended by inserting "or Covenant Breach" after the phrase "Event of Default."

Section 2.9 Section 6.07 of the Base Indenture is hereby amended by inserting “or Covenant Breach” after each occurrence of the phrase “Event of Default.”

Section 2.10 Section 6.11 of the Base Indenture is hereby amended by replacing each occurrence of the term “Default” with the phrase “Event of Default or Covenant Breach.”

Section 2.11 Section 6.13 of the Base Indenture is hereby amended by deleting the phrase “Default or” and inserting “or Covenant Breach” after the phrase “Event of Default.”

Section 2.12 Section 7.01 of the Base Indenture is hereby amended by inserting “or Covenant Breach” after each occurrence of the phrase “Event of Default” and “or Covenant Breaches” after each occurrence of the phrase “Events of Default.”

Section 2.13 Section 7.02 of the Base Indenture is hereby amended as follows:

(a) The word “and” at the end of current Section 7.02(f) of the Base Indenture is deleted.

(b) The following paragraphs are inserted as new Sections 7.02(g), (h), (i) and (j):

“(g) in no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(h) the Trustee shall not be deemed to have notice of any Event of Default or Covenant Breach unless a Responsible Officer of the Trustee has actual knowledge thereof or has received written notice of any event which is in fact such Event of Default or Covenant Breach at the Corporate Trust Office of the Trustee, and, if such notice is delivered by the Company, such notice references the Securities and this Indenture;

(i) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder;

(j) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers of the Company authorized at such time to take specified actions pursuant to this Indenture; and”

(c) The current Section 7.02(g) of the Base Indenture is renumbered to Section 7.02(k) and otherwise is not modified by this Seventh Supplemental Indenture.

Section 2.14 Section 7.08 of the Base Indenture is hereby amended by deleting such Section 7.08 in its entirety and replacing it with the following:

“The Trustee shall comply with Section 310(b) of the Trust Indenture Act of 1939. If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act of 1939, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act of 1939 and this Indenture. To the extent permitted by the Trust Indenture Act of 1939, the Trustee shall not be deemed to have a conflicting interest by virtue of being a trustee under this Indenture with respect to Securities of more than one series or a trustee under any other indenture, a Paying Agent under any paying agency agreement,

a fiscal agent under any fiscal agency agreement or a warrant agent under any warrant agreement, of the Company or any of its affiliates. For the purpose of determining whether a conflict of interest exists within the meaning of the Trust Indenture Act of 1939, “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default or a Covenant Breach.”

Section 2.15 Section 7.14 of the Base Indenture is hereby amended by deleting such Section 7.14 in its entirety and replacing it with the following:

“If a default occurs hereunder with respect to the Securities of any series, the Trustee shall give the securityholders of such series notice of such default as and to the extent provided in the Trust Indenture Act of 1939; provided, however, that in the case of any default of the character specified in Section 1.01 under the definition of “Covenant Breach” with respect to the Securities of such series, no such notice to the securityholders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term “default” means any event which is, or after notice or the lapse of time or both would become, an Event of Default or a Covenant Breach with respect to the Securities of such series.”

Section 2.16 Section 10.01(b) of the Base Indenture is hereby amended by inserting “or Covenant Breach” after the phrase “Event of Default.”

Section 2.17 Section 15.03 of the Base Indenture is hereby amended by inserting the following as a new paragraph after the end of current Section 15.03 of the Base Indenture:

“The Trustee shall be entitled to treat a facsimile, pdf ore-mail communication or communication by other similar electronic means in a form satisfactory to it (“Electronic Methods”) from a person purporting to be, and whom the Trustee, acting reasonably, believes in good faith to be, the authorized representative of the Company as sufficient instructions and authority of the Company for the Trustee to act and shall have no duty to confirm that person is so authorized, other than, with respect to the Company, to verify that any signature is the signature of a person authorized to give instructions and directions on behalf of the Company using the information provided by the Company in an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons. The Trustee shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions, except in the case of its negligence, bad faith or willful misconduct, until such time as the Trustee receives any subsequent instruction or direction that supersedes such earlier instructions or directions. The Company assumes all risks arising out of the use of such Electronic Methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties, other than those risks arising out of negligence, bad faith or willful misconduct of the Trustee.”

Section 2.18 The Base Indenture is hereby amended by inserting the following new Sections 15.11, 15.12 and 15.13 after current Section 15.10 of the Base Indenture:

“SECTION 15.11. Waiver of Jury Trial.

EACH OF THE COMPANY AND THE TRUSTEE, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY

WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 15.12. Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, the occurrence of strikes, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and statewide or countrywide interruptions or losses of utilities or communications services; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under those circumstances.

SECTION 15.13. Foreign Account Tax Compliance Act (FATCA).

The Trustee shall be entitled to deduct FATCA Withholding Tax (as hereinafter defined), and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax. Each of the Company and the Trustee agrees to cooperate and to provide the other with such reasonably requested information as each may have in its possession to enable the determination of whether any payments pursuant to this Indenture are subject to any tax, assessment or other governmental charge that is imposed or withheld by reason of the application of Section 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (or any successor provision), any regulation, pronouncement or agreement thereunder, official interpretation thereof or any law implementing an intergovernmental approach thereto, whether currently in effect or as published and amended from time to time ("FATCA Withholding Tax").

ARTICLE III

MISCELLANEOUS

Section 3.1 *Effectiveness and Applicability.*

This Seventh Supplemental Indenture will become effective upon its execution and delivery. The amendments to the Indenture set forth herein shall apply to all Securities issued on or after the date of this Seventh Supplemental Indenture. The amendments to the Indenture set forth herein shall not apply to any Securities issued prior to the date of this Seventh Supplemental Indenture, and the rights of the holders of any Securities issued before the date of this Seventh Supplemental Indenture shall not be modified hereby.

Section 3.2 *Successors and Assigns.*

All covenants and agreements in the Indenture, as supplemented and amended by this Seventh Supplemental Indenture, by the Company shall bind its successors and assigns, whether so expressed or not.

Section 3.3 *Further Assurances.*

The Company will, at its own cost and expense, execute and deliver any documents or agreements, and take any other actions that the Trustee or its counsel may from time to time request in order to assure the

Trustee of the benefits of the rights granted to the Trustee under the Indenture, as supplemented and amended by this Seventh Supplemental Indenture.

Section 3.4 *Certain Duties and Responsibilities of the Trustee; Effect of Recitals.*

- (a) In entering into this Seventh 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 herein so provided.
- (b) The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Seventh Supplemental Indenture.

Section 3.5 *Ratification of Indenture.* The Indenture, as supplemented and amended by this Seventh Supplemental Indenture, is in all respects ratified and confirmed, and this Seventh Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 3.6 *Governing Law.* This Seventh Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.7 *Counterparts.* This Seventh Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed as of the day and year first above written.

BANK OF AMERICA CORPORATION

By: /s/ Angela C. Jones

Name: Angela C. Jones

Title: Managing Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

**[SIGNATURE PAGE – SEVENTH SUPPLEMENTAL INDENTURE TO THE
SENIOR INDENTURE DATED AS OF JANUARY 1, 1995]**

[FORM OF REGISTERED GLOBAL SENIOR NOTE]**BANK OF AMERICA CORPORATION
Senior Medium-Term Notes, Series M****REGISTERED GLOBAL SENIOR NOTE**

This Registered Global Senior Note (this “Note”) is a global security within the meaning of the Indenture dated as of January 1, 1995, as supplemented from time to time (the “Indenture”), between Bank of America Corporation (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”) under the Indenture and is registered in the name of [Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (the “Depository”)] [The Bank of New York Depository (Nominees) Limited, as nominee of The Bank of New York Mellon, London Branch, the common depository (the “Common Depository”) for Euroclear Bank SA/NV and/or Clearstream Banking, société anonyme, Luxembourg]. This Note is not exchangeable for definitive or other Notes registered in the name of a person other than [the Depository or its nominee] [the Common Depository], except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by [the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository] [the Common Depository to a successor common depository]) may be registered except in the limited circumstances described in the Indenture.¹

[Unless this Note is presented by an authorized representative of the Depository to the Issuer or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.]²

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND IS NOT AN OBLIGATION OF OR GUARANTEED BY BANK OF AMERICA, N.A. OR ANY OTHER BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION.

THIS NOTE IS A DIRECT, UNCONDITIONAL, UNSECURED AND UNSUBORDINATED GENERAL OBLIGATION OF BANK OF AMERICA CORPORATION.

¹ Modify this paragraph as needed to reflect a depository other than DTC, Euroclear or Clearstream, Luxembourg.

² Modify in the case of all Registered Global Notes held by or through a depository other than DTC.

THIS NOTE IS SOLD IN MINIMUM DENOMINATIONS AS NOTED HEREIN AND/OR IN THE PRICING SUPPLEMENT ATTACHED HERETO AND CANNOT BE EXCHANGED FOR NOTES IN SMALLER DENOMINATIONS. EACH OWNER OF A BENEFICIAL INTEREST IN THIS NOTE IS REQUIRED TO HOLD A BENEFICIAL INTEREST OF A PRINCIPAL AMOUNT OF THIS NOTE EQUAL TO THE MINIMUM DENOMINATION AT ALL TIMES.

No. R-
CUSIP No.:
ISIN:
Common Code:

Registered

Principal Amount: [\$]_____

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series M

[INSERT SPECIFIC NAME OR DESIGNATION OF THE NOTES]
REGISTERED GLOBAL SENIOR NOTE

ORIGINAL ISSUE DATE³:
STATED MATURITY DATE:
CURRENCY:

- ☐ U.S. Dollars
☐ Other (specify):

- ☐ FIXED RATE NOTE
☐ FLOATING RATE NOTE
☐ INDEXED NOTE
☐ FLOATING RATE/FIXED RATE NOTE

- ☐ This Note is a Renewable Note at the Holder's Option. [See attached Rider]
☐ This Note is an Extendible Note at the Issuer's Option. [See attached Rider]
☐ This Note is an Amortizing Note. [See payment schedule in attached Pricing Supplement]

RECORD DATES:

[CALCULATION AGENT:]

BANK OF AMERICA CORPORATION, a Delaware corporation (herein called the "Issuer," which term includes any successor corporation), for value received, hereby promises to pay to [CEDE & CO., as nominee for The Depository Trust Company][THE BANK OF NEW YORK DEPOSITORY (NOMINEES) LIMITED, as nominee of The Bank of New York Mellon, London Branch, the common depository for Euroclear Bank SA/NV, and/or Clearstream Banking, *société anonyme*, Luxembourg]⁴, or its registered assigns, the principal amount specified above (or if this Note is designated as an Indexed Note above, the relevant payment amount calculated in accordance with the applicable provisions set forth in the Pricing Supplement (including the Prospectus (as defined on the reverse hereof) and any related product supplement, index supplement and/or prospectus addendum referred to collectively as the "Pricing Supplement")) attached hereto and hereby incorporated by reference in and deemed to be a part of this Note, as adjusted in accordance with Schedule 1 hereto, on the Stated Maturity

- ³ The form provides that interest, if any, will accrue from the Original Issue Date. In the event a series of Notes is reopened, interest will accrue from the Original Issue Date for all tranches of Notes of that series. However, in the event a series of Notes is reopened, the authentication date for each tranche of Notes will be the date that tranche of Notes is settled, which may be different from the Original Issue Date.
- ⁴ Modify as needed for a different nominee or a nominee of a depository other than DTC, Euroclear or Clearstream, Luxembourg

Date⁵ specified above (except to the extent redeemed or repaid or to the extent the entire principal amount is otherwise paid prior to the Stated Maturity Date), and, if applicable, to pay interest thereon in accordance with the provisions set forth on the reverse hereof and in accordance with the terms and applicable provisions set forth in the Pricing Supplement, and (to the extent that the payment of such interest shall be legally enforceable) to pay interest at the interest rate or default rate specified in the Pricing Supplement on any overdue principal and premium, if any, and on any overdue installment of interest. "Maturity," when used herein, means the date on which the principal of this Note or an installment of principal becomes due and payable in full in accordance with the terms of this Note, including the Pricing Supplement, and the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder's option or otherwise.

Any interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered, unless otherwise specified herein or in the Pricing Supplement (i) for book-entry only Notes denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) for book-entry only Notes denominated in a currency other than U.S. dollars and for any Notes in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date as originally scheduled to occur (each, referred to herein as the "Regular Record Date"); provided, however, that the first payment of interest on any Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the "Maturity Date") will be payable to the person to whom the principal hereof shall be payable. The principal so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered at the time of payment by the Trustee or the applicable Paying Agent (as defined on the reverse hereof). Any principal of, or any premium, interest or other amounts payable on, this Note not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

Payment of principal of, and any premium, interest or other amounts payable on, this Note due at Maturity will be made in immediately available funds upon presentation and surrender of this Note at the office of the applicable Paying Agent maintained for that purpose, and in accordance with the procedures of the depository or clearing system noted hereon; provided, that this Note is presented to the applicable Paying Agent in time for such Paying Agent to make such payment in accordance with its normal procedures. Payments of any interest or other amounts payable on this Note (other than at Maturity) will be made by wire transfer to

⁵ This form provides for Notes that will mature only on a specified date. If the Maturity of Notes of a series may be renewed at the option of the holder, or if the Issuer may elect the extension of Maturity of the Notes of a series, the form, as used, will be modified by the applicable Rider attached to this Note to provide for additional terms relating to such renewal or extension, as the case may be, including the period or periods for which the Maturity may be renewed or extended, changes in the interest rate, if any, and requirements for notice.

such account as has been appropriately designated to the applicable Paying Agent by the person entitled to such payments.

The Issuer will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the Pricing Supplement attached hereto, which shall have the same effect as though fully set forth herein. In the event of any conflict between the provisions contained herein or on the reverse hereof and the applicable terms and provisions contained in the Pricing Supplement attached hereto, the latter shall control. References herein to “this Note,” “hereof,” “herein” and comparable terms shall include the applicable terms and provisions of the Pricing Supplement attached hereto.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: _____

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____
Name:
Title:

By: _____
Title: [Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

BANK OF AMERICA CORPORATION
Senior Medium-Term Notes, Series M

REGISTERED GLOBAL SENIOR NOTE

SECTION 1. *General.* This Note is one of a duly authorized issue of senior notes of the Issuer to be issued under the Indenture dated January 1, 1995, as supplemented from time to time (the “Indenture”), between Bank of America Corporation (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”), as part of the Securities (as defined in the Indenture) designated as Senior Medium-Term Notes, Series M, and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee and each Paying Agent (as described below) that may be appointed thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Issuer in accordance with the terms of the Indenture.

This Note is also one of the Notes issued pursuant to the Prospectus Supplement dated January_____, 2017 to the Prospectus dated May 1, 2015, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time (referred to collectively herein as the “Prospectus”), for the offer and sale of the Issuer’s senior and subordinated medium-term notes, Series M (the “Notes”). The Notes may have different issue and maturity dates, bear interest (if any) at different rates and vary in such other ways as provided in the Pricing Supplement and the Indenture and described in the Prospectus. The specific terms of each issuance of Notes will be described in a Pricing Supplement.

The Issuer has initially appointed the Trustee to act as the Paying Agent, Security Registrar and transfer agent for the Notes. The Issuer may appoint a successor paying agent or an additional or different paying agent for this Note pursuant to the terms of the Indenture (each such other entity appointed to act as a paying agent and designated as such in the Pricing Supplement, together with the Trustee, a “Paying Agent”). This Note may be presented or surrendered for payment, and notices, designations or requests in respect of payments with respect to this Note may be served, at the corporate trust office or agency of the Trustee, located at 101 Barclay Street, New York, New York, 10286, or such other locations as may be specified by the applicable Paying Agent and notified to the Issuer and the registered holder of this Note.

Unless specified otherwise in the Pricing Supplement, this Note will not be subject to a sinking fund.

SECTION 2. *Interest Provisions.* Interest, if any, payable on this Note shall be calculated as set forth in the Pricing Supplement.

Unless otherwise specified in the Pricing Supplement, if the Maturity Date (which, for the avoidance of doubt, includes the date on which principal is paid in the case of redemption or repayment of this Note) falls on a day that is not a Business Day, any amount of principal, premium, interest or other amount that would otherwise be due on this Note on such day (the “Specified Day”) may be paid or made available for payment on the Business Day that is next succeeding the Specified Day with the same force and effect as if such amount were paid on the Specified Day, and no interest will accrue on the amount so payable for the period from the Specified Day to such next succeeding Business Day.

The business day convention applicable to any Interest Period, Interest Reset Date or Interest Payment Date (each as specified in the Pricing Supplement), other than one that falls on a Specified Day, for this Note will be described and specified in the Pricing Supplement; *provided* that if no such business day convention is specified in the Pricing Supplement, then the following unadjusted business day convention (as described in the Pricing Supplement) shall apply to this Note.

SECTION 3. *Amortizing Notes.* If this Note is designated as an “Amortizing Note” on the face hereof, the Issuer will make payments combining principal and interest on the dates and in the amounts set forth in the table included in the Pricing Supplement. If this Note is an Amortizing Note, payments made hereon will be applied first to interest due and payable on each such payment date and then to the reduction of the Outstanding Face Amount. The term “Outstanding Face Amount” means, at any time, the amount of unpaid principal hereof at such time.

SECTION 4. *Optional Redemption.* If so specified in, and in accordance with the applicable terms of, the Pricing Supplement, this Note may be redeemed at the option of the Issuer at (i) any time on and after an initial date specified in the Pricing Supplement, (ii) on any Interest Payment Date on or after an initial date specified in the Pricing Supplement or (iii) on such other date or dates, if any, or in such other manner as set forth in the Pricing Supplement for redemption at the option of the Issuer (each such date, an “Optional Redemption Date”). **IF NO OPTIONAL REDEMPTION DATE OR DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE REDEEMED AT THE OPTION OF THE ISSUER PRIOR TO THE STATED MATURITY DATE, EXCEPT AS PROVIDED HEREIN IN THE EVENT THAT ANY ADDITIONAL AMOUNTS (AS DEFINED BELOW) ARE REQUIRED TO BE PAID BY THE ISSUER WITH RESPECT TO THIS NOTE.**

Unless otherwise specified in the Pricing Supplement, this Note may be redeemed on any Optional Redemption Date in whole or from time to time in part at the option of the Issuer at the Redemption Price (as defined below), together with accrued and unpaid interest (if any) hereon payable at the applicable rate or rates (if any) borne by this Note to, but excluding, the date fixed for redemption, on notice given in accordance with the Indenture to the holder of this Note not less than 10 Business Days nor more than 60 calendar days (unless otherwise specified in the Pricing Supplement) prior to the date fixed for redemption. The notice of redemption shall specify:

- the date fixed for redemption;

- the redemption price;
- the securities identification number(s) of the Notes to be redeemed;
- the amount to be redeemed, if less than all of the series of Notes is to be redeemed;
- the place of payment for the Notes to be redeemed;
- that interest (if any) accrued on the Notes to be redeemed to the date fixed for redemption will be paid as specified in the notice; and
- that on and after the date fixed for redemption, interest (if any) will cease to accrue on the Notes to be redeemed.

So long as a depository is the record holder of this Note, the Issuer will deliver any redemption notice only to that depository.

In the event of redemption of this Note in part only, the unredeemed portion hereof shall be at least the Minimum Denomination (as described herein). In the event of redemption of this Note in part only, a new Note for the unredeemed portion hereof shall be issued in the name of the registered holder hereof upon the surrender of this Note or, where applicable, an appropriate notation will be made by the Trustee on Schedule 1 attached hereto. Unless otherwise specified herein or in the Pricing Supplement, if less than all of the Notes with like tenor and terms are to be redeemed, the Notes to be redeemed shall be selected in accordance with the procedures of the [Depository][applicable clearing system]. If this Note is redeemable at the option of the Issuer, then, unless otherwise specified in the Pricing Supplement, the “Redemption Price” initially shall be the Initial Redemption Percentage specified in the Pricing Supplement of the principal amount of this Note to be redeemed, which shall be 100% of the principal amount of this Note to be redeemed (unless otherwise specified in the Pricing Supplement) plus accrued and unpaid interest (if any) to, but excluding, the date fixed for redemption.

From and after any date fixed for redemption, if monies for the redemption of this Note (or portion hereof) shall have been made available for redemption on such date, this Note (or such portion hereof) shall cease to bear interest (if any) and the holder’s only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being redeemed (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such redemption date.

SECTION 5. *Optional Repayment.* If so specified in the Pricing Supplement, this Note will be repayable prior to the Stated Maturity Date at the option of the registered holder on the optional repayment date(s), if any, specified in the Pricing Supplement (each such date, an “Optional Repayment Date”). **IF NO OPTIONAL REPAYMENT DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE SO REPAYED AT THE OPTION OF THE HOLDER HEREOF PRIOR TO THE STATED MATURITY DATE.** Unless otherwise specified in the Pricing Supplement, on any Optional Repayment Date, this Note shall be repayable in whole or in part at the option of the holder hereof at a

repayment price equal to 100% of the principal amount to be repaid, together with accrued and unpaid interest (if any) hereon payable at the applicable rate or rates (if any) borne by this Note to, but excluding, the date of repayment; provided, however, that, in the event of repayment of this Note in part only, the unrepaid portion hereof shall be at least the Minimum Denomination specified in the Pricing Supplement. For this Note to be repaid in whole or in part at the option of the holder hereof on any Optional Repayment Date, this Note must be received, with the form attached hereto entitled "Option to Elect Repayment" duly completed, by the applicable Paying Agent (as appropriate in accordance with such attached form), at the applicable address set forth on such form or at such other address which the Issuer shall from time to time notify the holders of the Notes not less than 30 nor more than 60 calendar days prior to such holder's Optional Repayment Date. In the event of repayment of this Note in part only, a new Note for the unrepaid portion hereof shall be issued in the name of the registered holder hereof upon the surrender hereof or, where applicable, an appropriate notation will be made by the Trustee on Schedule 1 attached hereto. Exercise of such repayment option by the holder hereof shall be irrevocable.

From and after any Optional Repayment Date, if monies for the repayment of this Note (or portion hereof) shall have been made available for repayment on such Optional Repayment Date, this Note (or such portion hereof) shall cease to bear interest (if any) and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being repaid (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such Optional Repayment Date.

SECTION 6. *Additional Amounts.* If so specified in the Pricing Supplement, and subject to the exceptions and limitations set forth in the Pricing Supplement, the Issuer will pay to the beneficial owner of this Note that is a "United States Alien" (as defined below) additional amounts ("**Additional Amounts**") to ensure that every net payment on this Note will not be less, due to the payment of U.S. withholding tax, than the amount then otherwise due and payable. For this purpose, a "**net payment**" on this Note means a payment by the Issuer or any Paying Agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge of the United States (other than a territory or possession). These Additional Amounts will constitute additional interest on this Note. For this purpose, "**U.S. withholding tax**" means a withholding tax of the United States, other than a territory or possession.

However, notwithstanding the Issuer's obligation, if so specified in the Pricing Supplement, to pay Additional Amounts, the Issuer will not be required to pay Additional Amounts in any of the circumstances described in the Pricing Supplement.

For purposes of determining whether the payment of Additional Amounts is required, the term "**United States Alien**" means any person who, for United States federal income tax purposes, is a foreign corporation, a non-resident alien individual, a non-resident alien fiduciary of a foreign estate or trust, or a foreign partnership to the extent that one or more of its members is, for United States federal income tax purposes, a foreign corporation, a non-resident alien individual or a non-resident alien fiduciary of a foreign estate or trust.

SECTION 7. *Redemption for Tax Reasons.* If so specified in the Pricing Supplement, the Issuer may redeem this Note in whole, but not in part, at any time before the Stated Maturity

Date after giving not less than 30 nor more than 60 calendar days' notice to the applicable Paying Agent and to the registered holder of this Note, if the Issuer has or will become obligated to pay Additional Amounts, as described herein and in the Pricing Supplement, as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or any authority of the United States having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the Pricing Supplement.

In connection with any notice of redemption for tax reasons as described herein, the Issuer will deliver to the Trustee and/or any applicable Paying Agent under the Indenture any required certificate, request or order.

Unless otherwise specified in the Pricing Supplement, if redeemed for tax reasons, this Note will be redeemed at 100% of its principal amount (or, in the case of an Original Issue Discount Note, the amortized face amount hereof determined as of the date of redemption), together with any interest accrued up to, but excluding, the redemption date.

From and after any redemption date, if monies for the redemption of this Note shall have been made available for redemption on such redemption date, this Note shall cease to bear interest (if any) and the holder's only right with respect to this Note shall be to receive payment of the principal amount of the Note (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such redemption date.

SECTION 8. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Issuer and the rights of the holders of the Notes under the Indenture at any time by the Issuer and the Trustee with the consent of the holders of not less than 66 ²/₃% in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities (as defined in the Indenture) then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities then outstanding under the Indenture and affected thereby, on behalf of the holders of all such Securities, to rescind and annul a declaration of acceleration in certain circumstances and to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The determination of whether particular Securities are "outstanding" will be made in accordance with the Indenture.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in exchange or substitution hereof or in place hereof, in respect of anything done or permitted by the Issuer or by the Trustee in pursuance of such action.

New Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to the Indenture or the Notes. New Notes so modified as to conform, in the opinion of the Issuer, to any provisions

contained in any such modification, amendment or supplement may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 9. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of, or any premium, interest or other amounts payable on, this Note at the times, place and rate, and in the coin or currency, herein prescribed.

SECTION 10. *Successor to Issuer.* The terms of the Indenture set forth in Article Eleven thereof shall govern the Issuer's ability to consolidate or merge with or into any other Person (as defined in the Indenture) or sell or convey all or substantially all of its assets to any Person and the effect of any such consolidation, merger, sale or conveyance.

SECTION 11. *Minimum Denominations.* This Note, and any Note issued in exchange or substitution herefor or in place hereof, or upon registration of transfer, exchange or partial redemption or repayment of this Note, may be issued only in the minimum authorized denominations as specified in the Pricing Supplement, or if no such minimum authorized denominations are so specified, in minimum authorized denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or the equivalent amount in other currencies, subject to any other statutory or regulatory minimums) (the "Minimum Denominations").

SECTION 12. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar, upon surrender of this Note for registration of transfer at the office or agency of the Issuer designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of Minimum Denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

Unless otherwise specified in the Pricing Supplement, this Note may be exchanged in whole, but not in part, for certificated notes in definitive form (referred to herein as "Certificated Notes"), only under the circumstances described in the Indenture and (a) if this Note is a global note clearing initially through The Depository Trust Company ("DTC"), DTC notifies the Issuer that it is unwilling or unable to continue as depository for the DTC global note or DTC ceases to be a clearing agency registered under the United States Securities Exchange Act of 1934, as amended, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered; or (b) in the case of any other registered global note, if the Issuer is notified that any clearing system through which this Note is cleared and settled has been closed for business for a continuous period of 14 days (other than by reason of holidays, whether statutory or otherwise) after the original issuance of the relevant notes or has announced an intention to cease business permanently or has in fact done so and no alternative clearance system approved by the applicable noteholders is available; or (c) the Issuer, in its sole discretion, elects to issue Certificated Notes. Unless otherwise set forth herein or in the Pricing

Supplement, Certificated Notes will be issued in Minimum Denominations only and will be issued in registered form only, without coupons.

Subject to the terms of the Indenture, if Certificated Notes are issued, a holder may exchange its Certificated Notes for other Certificated Notes of the same series in an equal aggregate principal amount and in Minimum Denominations.

Certificated Notes may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Issuer may designate and maintain. The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Issuer may change the Security Registrar or the transfer agent or approve a change in the location through which the Security Registrar or transfer agent acts at any time, except that the Issuer will be required to maintain a security registrar and transfer agent in each place of payment for the Notes of this series. At any time, the Issuer may designate additional transfer agents for the Notes of this series.

The Issuer will not be required to (a) issue, exchange, or register the transfer of this Note if it has exercised its right to redeem the Notes of the series of which this Note is a part for a period of 15 calendar days before the redemption date, or (b) exchange or register the transfer of any Notes of the series of which this Note is a part that were selected, called, or are being called for redemption, except the unredeemed portion of the Notes of the series of which this Note is a part, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee, and any agent of the Issuer or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Issuer, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

SECTION 13. *Events of Default.* Unless otherwise provided in the Pricing Supplement, the “Events of Default” with respect to this Note shall be as set forth in Section 6.01 of the Indenture, and, solely to the extent set forth in Section 6.01 of the Indenture, upon the occurrence and continuance of an Event of Default with respect to this Note, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

SECTION 14. *Defeasance.* Unless otherwise specified in the Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to this Note.

SECTION 15. *Specified Currency.* Unless otherwise provided herein or in the Pricing Supplement, the principal of and any premium, interest and other amounts payable on this Note are payable in the Specified Currency indicated on the face hereof (or, if such Specified

Currency is not at the time of such payment legal tender for the payment of public and private debts, in (a) such other coin or currency of the country that issued such Specified Currency or (b) (if such Specified Currency is the euro) the successor currency under applicable law, in each case as at the time of such payment is legal tender for the payment of debts).

In the event the Specified Currency indicated on the face hereof has been replaced by another currency (a “Replacement Currency”), any amount due pursuant to this Note may be paid, at the option of the Issuer, in the Replacement Currency or in U.S. dollars, at a rate of exchange which takes into account the conversion, at the rate prevailing on the most recent date on which official conversion rates were quoted or set by the national government or other authority responsible for issuing the Replacement Currency, from the Specified Currency to the Replacement Currency and, if necessary, the conversion of the Replacement Currency into U.S. dollars at the rate prevailing on the date of such conversion. Notwithstanding the foregoing, if this Note originally was issued in a domestic currency of a state that is or subsequently becomes a Member State of the European Union, then this Note may be redenominated in euro, if subsequent to the issuance of this Note, such state participates in the European monetary union. This Note may be redenominated as a matter of law whether or not the Pricing Supplement provides for redenomination.

If the Specified Currency indicated on the face hereof is other than U.S. dollars (referred to in this Section 15 as a “Foreign Currency”), the Issuer generally will pay principal and any premium, interest and other amounts payable in the Foreign Currency. Holders of beneficial interests in this Note through a participant in DTC will receive payments in U.S. dollars, regardless of the Foreign Currency, unless those holders elect to receive payments on this Note in the Foreign Currency, which election shall be made pursuant to procedures and arrangements in place between DTC and its participants. DTC shall notify the Trustee of any such election in accordance with arrangements in place between DTC and the Trustee.

If holders of beneficial interests in this Note do not elect through their DTC participant to receive payments in the Foreign Currency, the financial institution appointed by the Issuer to act as the exchange rate agent (the “Exchange Agent”) will convert any payments due to those holders of beneficial interests in this Note into U.S. dollars. The U.S. dollar amount of any such payment shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars at the applicable exchange rate, determined as described below. All costs of those conversions will be shared pro rata among the holders of beneficial interests not electing to receive payments in the Foreign Currency in proportion to their respective holdings by deduction from the applicable payments.

The conversion described above will be made by the Exchange Agent using the exchange rate for the Foreign Currency into U.S. dollars prevailing as of 11:00 a.m. (New York City time) on the second Business Day (in Charlotte, North Carolina and New York City) prior to the relevant payment date. If the applicable exchange rate quotation is unavailable from the entity or source ordinarily used by the Exchange Agent in the normal course of business, the Exchange Agent will obtain a quotation from a leading foreign exchange bank in New York City, which may be an affiliate of the Exchange Agent or another entity selected by the Exchange Agent for that purpose after consultation with the Issuer. If no quotation is available from a leading foreign

exchange bank, payment will be made in the applicable Foreign Currency to the account or accounts specified by DTC to the Trustee and/or the applicable Paying Agent, unless the applicable Foreign Currency is unavailable as described below.

If the Issuer determines that a payment hereon cannot be made in the Foreign Currency, due to the imposition of exchange controls or other circumstances beyond the Issuer's control, or the Foreign Currency is unavailable because that currency is no longer used by the government of the relevant country or for the settlement of transactions by public institutions of or within the international banking community, such payment will be made in U.S. dollars. The Trustee and/or the applicable Paying Agent, on receipt of the Issuer's written instructions and at the Issuer's expense, will give prompt notice to the beneficial holders of this Note if such determination is made. The U.S. dollar amount of any payment described in this paragraph shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars using the most recently available market exchange rate for the applicable Foreign Currency.

Any payment made under such circumstances in U.S. dollars, where the payment is required to be made in the Foreign Currency, will not constitute an "Event of Default" with respect to this Note.

SECTION 16. *Original Issue Discount Note.* If this Note is identified as an Original Issue Discount Note in the Pricing Supplement, then unless otherwise specified therein, the amount payable to the holder of this Note in the event of redemption, repayment or acceleration of Maturity will be the Amortized Face Amount (as defined below) of this Note as of the date of such event. The "Amortized Face Amount" shall be the amount equal to (a) the Issue Price (as set forth in the Pricing Supplement) plus (b) the original issue discount amortized from the Original Issue Date to the date as of which the Amortized Face Amount is calculated, as specified in the Pricing Supplement.

SECTION 17. *Dual Currency Note.* If this Note is identified as a Dual Currency Note in the Pricing Supplement, the Issuer has the option of making each scheduled payment of principal and interest, if any, due on this Note either in the Specified Currency designated on the face hereof or in the optional payment currency specified in the Pricing Supplement. If the Issuer elects to make a payment in the optional payment currency, the amount payable in such optional payment currency shall be determined using the exchange rate specified in the Pricing Supplement, on the terms specified in the Pricing Supplement.

SECTION 18. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or evidence of the loss, theft or destruction hereof satisfactory to the Issuer and the Trustee and such other documents or proof as may be required by the Issuer and the Trustee shall be delivered to the Trustee, the Trustee shall issue a new Note of like tenor, form, payment and other terms and principal amount, bearing a number not contemporaneously used or in use for any other Notes issued under the Indenture, in exchange and substitution for the mutilated or defaced Note or in lieu of the Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note, only upon receipt of evidence satisfactory to the Issuer and the Trustee that this Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Issuer and the Trustee. Upon the issuance of any substituted Note, the Issuer may require the payment of a

sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note. If any Note which has matured or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Issuer may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 19. *Miscellaneous*. No recourse shall be had for the payment of principal of (and premium, if any), or any interest or other amounts payable on, this Note for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Issuer or of any successor organization, either directly or through the Issuer or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 20. *Defined Terms*. All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

Unless specified otherwise in the Pricing Supplement, “Business Day” means, a day that meets all the following requirements:

- (a) for all Notes, is any weekday that is not a legal holiday in New York City or Charlotte, North Carolina, or any other place of payment of the applicable Note, and is not a date on which banking institutions in those cities are authorized or required by law or regulation to be closed;
- (b) for any Note where the base rate is LIBOR, also is a day on which commercial banks are open for business (including dealings in the Index Currency specified in the Pricing Supplement) in London, England;
- (c) for any Note denominated in euro or any Note where the base rate is EURIBOR, also is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor is operating (a “Target Settlement Date”); and
- (d) for any Note that has a Specified Currency other than U.S. dollars or euro, also is not a day on which banking institutions generally are authorized or obligated by law, regulation, or executive order to close in the Principal Financial Center of the country of the Specified Currency.

Unless specified otherwise in the Pricing Supplement, “Principal Financial Center” means (i) the capital city of the country issuing the Specified Currency, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney and Melbourne, Toronto, Johannesburg, and Zurich, respectively; and (ii) the capital city of the country to which the Index

Currency relates, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney, Toronto, Johannesburg and Zurich, respectively.

SECTION 21. *GOVERNING LAW.* THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-- as tenants in common
TEN ENT	-- as tenants by the entireties
JT TEN	-- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -- _____ as Custodian for _____
(Cust) (Minor)
Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____ / _____

Please print or type name and address, including zip code of assignee

the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint

Attorney

to transfer the said Note on the books of the within-named Issuer, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

SCHEDULE OF TRANSFERS, EXCHANGES, EXTENSIONS, REDEMPTIONS AND REPAYMENTS

The following increases and decreases in the principal amount of this Note have been made:

Date of Transfer, Exchange, Redemption, Repayment or Extension, as Applicable	Increase (Decrease) in Principal Amount of this Note Due to Transfer Among Global Notes or Exchange, Redemption, Repayment or Non-Election of Extension of Maturity Date of a Portion of Global Note, as Applicable	Principal Amount of this Note After Transfer, Exchange, Redemption, Repayment or Extension, as Applicable	Notation made by or on behalf of the Issuer

**[RENEWABLE NOTE RIDER FOR
EXTENSION OF MATURITY AT HOLDER'S OPTION]**

This Note is a Renewable Note, whereby the registered holder has the option to extend the Maturity Date of the principal amount of this Note held by such registered holder (whether in whole or in part) for one or more periods, as specified in the Pricing Supplement, up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Renewable Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

This Note will mature on _____, or if that day is not a Business Day, the immediately preceding Business Day, unless the Maturity Date of all or any portion of the principal amount of this Note is extended in accordance with the procedures described below. In no event will the Maturity Date of this Note be extended beyond the Final Maturity Date.

During the Election Notice Period (as defined below) for each Election Date (as defined below), the registered holder of this Note may elect to extend the Maturity Date of all or any portion of the principal amount of this Note. If the registered holder so elects to extend the Maturity Date of all or any portion of the principal amount of this Note, the Maturity Date of the principal amount for which the election has been made will be extended [to the ____ day of the ____ calendar month]⁶ following the applicable Election Date (each, an "Additional Maturity Date"), up to but not beyond the Final Maturity Date. [If that day is not a Business Day, the Maturity Date of the applicable principal amount will be extended to the immediately preceding Business Day.]⁷ The registered holder may elect to extend the Maturity Date of all or the applicable portion of the principal amount of this Note having a principal amount of at least [\$1,000] or any integral multiple of [\$1,000] in excess of [\$1,000], provided that the principal amount of any portion of this Note not so extended shall be at least [\$1,000].

[The "Election Dates" will be the _____ of each month from, and including, _____ to, and including, _____, whether or not such day is a Business Day.] To make an election effective on any Election Date, the registered holder of this Note must deliver (a) a notice of election during the Election Notice Period for that Election Date and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, or (b) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the holder of this Note, the principal amount hereof, the certificate number of this Note or a description of this Note's tenor or terms, a statement that the option to elect extension of Maturity Date is being exercised thereby, the principal amount hereof with respect to which such option is being exercised and a guarantee that the notice of

⁶ This form of rider contemplates the option to extend maturity of the notes on a monthly basis. If the applicable notes are not extendible monthly, this language will be modified to reflect semi-annual, quarterly or other periods for extension.

⁷ Modify as necessary for applicable business day convention.

election form included below duly completed and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, will be delivered to the [Trustee] [Paying Agent] as required hereby. A form of notice of election to extend the Maturity Date is set forth below.

The “Election Notice Period” for each Election Date will begin on the _____ Business Day prior to the applicable Election Date, and will end at [12:00 noon, New York City time,] on that Election Date. However, if that Election Date is not a Business Day, the Election Notice Period will be extended to [12:00 noon, New York City time,] on the next following day that is a Business Day. The election notice must be delivered to the [Trustee] [Paying Agent] no later than [12:00 noon, New York City time,] on the last Business Day in the Election Notice Period. Upon delivery to the [Trustee] [Paying Agent] of a notice of election to extend the Maturity Date of this Note or any portion thereof during any Election Notice Period, that election will be revocable during each day of that Election Notice Period, until [12:00 noon, New York City time,] on the last Business Day in the applicable Election Notice Period, at which time the notice will become irrevocable.

If on any Election Date, the registered holder of this Note does not make a timely or proper election to extend the Maturity Date of all or any portion of the principal amount of this Note, the principal amount of this Note for which an election has not been made will become due and payable on the Initial Maturity Date, or the applicable Additional Maturity Date to which the Maturity of this Note has previously been extended, as applicable. The principal amount of this Note for which an election is not exercised will be represented by a non-extendible substitute note, [substantially in the form attached hereto as Annex A,] which will be completed by the [Trustee] [Paying Agent] in consultation with the Issuer, and registered in the name of the registered holder hereof on that Election Date in accordance with the terms of the Indenture, subject to the delivery of this Note to the [Trustee] [Paying Agent]. In such a case, Schedule 1 hereto will be annotated as of that Election Date to reflect the corresponding decrease in the principal amount of this Note. The non-extendible substitute note so issued will have the same terms as this Note, except that such note:

- will not be extendible;
- will have a new CUSIP number [and ISIN and Common Code]; and
- will retain the then-current Maturity Date of this Note.

Interest on a non-extendible substitute note will accrue from, and including, the last Interest Payment Date on this Note as to which interest was duly paid or provided by the Issuer.

The failure to elect to extend the Maturity Date of all or any portion of this Note will be irrevocable, and will be binding upon any subsequent holder of this Note or any applicable replacement note. The holder of a non-extendible substitute note received as a consequence of the failure to make such an election may not elect to exchange that non-extendible substitute note for an interest in this Note. The Issuer and the [Trustee] [Paying Agent] will deem this Note

⁸ The form of non-extendible substitute note will be annexed to the global note at the time of issuance of notes extendible at the holder’s option.

cancelled as to any portion of the principal amount hereof for which a duly completed form of notice of election to extend the Maturity Date and, if applicable, this Note are not delivered to the [Trustee] [Paying Agent] within the applicable Election Notice Period in accordance with the terms of this Note.

Form of Notice of Election to Extend Maturity Date

The undersigned hereby elects to extend the Maturity Date of the Bank of America Corporation [*insert name of specific notes*] (CUSIP Number _____ [ISIN _____ and Common Code _____]) (or the portion thereof specified below) with the effect provided in the Note by surrendering such Note to the [the Trustee at 101 Barclay Street, New York, New York, 10286] [the Paying Agent at [*to be set forth as needed for specific notes*],], or such other address of which the Issuer shall from time to time notify the registered holders of the Note, in the event of an election to extend the Maturity Date of only a portion of the principal amount of the Note, together with this form of “Notice of Election to Extend Maturity Date” duly completed by the holder.

If the option to extend the Maturity Date of less than the entire principal amount of the Note is elected, specify the portion of the Note (which shall be [U.S.\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) as to which the holder elects to extend the Maturity Date: [U.S.\$]_____; and specify the principal amount or amounts (which shall be [\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) of the non-extendible substitute note or notes, [substantially in the form attached to the Note as Annex A,] to be issued to the holder for the portion of the principal amount of the Note for which the option to extend the Maturity Date is not being elected (in the absence of any such specification, one non-extendible substitute note, [substantially in the form of Annex A,] will be issued for the portion of the principal amount of the Note as to which the option to extend Maturity Date is not being made): [U.S.\$]_____.

Dated: [NOTICE: The signature on this Notice of Election to Extend Maturity Date must correspond with the name as written upon the face of the Note in every particular, without alteration or enlargement or any change whatever.]

**[EXTENDIBLE NOTE RIDER
FOR EXTENSION OF MATURITY AT ISSUER'S OPTION]**

This Note is an Extendible Note, whereby the Issuer has the option to extend the maturity of this Note for one or more periods, as specified in the Pricing Supplement (each, an "Extension Period"), up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

The Issuer may exercise its option with respect hereto by delivery to the [Trustee] [Paying Agent] a notice of such exercise at least 45, but not more than 60, calendar days prior to the Stated Maturity Date originally in effect with respect hereto or, if the Stated Maturity Date has already been extended, prior to the maturity date then in effect (each, an "Extended Maturity Date"). After such receipt and not later than 40 calendar days prior to the Stated Maturity Date or an Extended Maturity Date, as the case may be (each, an "Existing Maturity Date"), the [Trustee] [Paying Agent] (or any duly appointed paying agent) will mail by first class mail, postage prepaid, to the registered holder hereof a notice (the "Extension Notice") relating to such extension period (the "Extension Period") setting forth (i) the election of the Issuer to extend the Maturity hereof, (ii) the new Extended Maturity Date, (iii) the interest rate applicable to the Extension Period (which interest rate may be higher during the Extension Period), and (iv) the provisions, if any, for redemption during the Extension Period, including the date or dates on which, the period or periods during which and the price or prices at which such redemption may occur during the Extension Period. Upon the mailing by the [Trustee] [Paying Agent] (or any duly appointed paying agent) of an Extension Notice to the registered holder hereof, the maturity shall be extended automatically as set forth in the Extension Notice, and, except as modified by the Extension Notice and as described in the next paragraph, this Note will have the same terms as prior to the mailing of such Extension Notice.

Notwithstanding the foregoing, not later than 20 calendar days prior to the Existing Maturity Date hereof (or, if such date is not a Business Day, on the immediately succeeding Business Day), the Issuer, at its option, may revoke the interest rate provided for in the Extension Notice and establish a higher interest rate for the Extension Period by mailing or causing the applicable Paying Agent to mail notice of such higher interest rate, by first class mail, postage prepaid, to the registered holder hereof. Such notice shall be irrevocable. Thereafter, this Note will bear such higher interest rate for the Extension Period.

If the Issuer elects to extend the maturity hereof, the registered holder hereof will have the option to elect repayment hereof in whole or in part by the Issuer on the Existing Maturity Date then in effect at a price equal to the principal amount hereof plus any accrued and unpaid interest to such date. In order for this Note to be so repaid on the Existing Maturity Date, the Issuer must receive, at least 30 days but not more than 60 calendar days prior to the Existing Maturity Date then in effect with respect hereto: (i) this Note with the form "Option to Elect Repayment" below duly completed, or (ii) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the registered

holder hereof, the principal amount hereof to be repaid, the certificate number, or a description of the tenor and terms hereof, a statement that the option to elect repayment is being exercised thereby, and a guarantee that this Note, together with the duly completed form entitled "Option to Elect Repayment" attached hereto, will be received by the [Trustee] [Paying Agent] not later than the fifth Business Day after the date of such facsimile transmission or letter; provided, however, that such facsimile transmission or letter shall only be effective if this Note and duly completed form are received by the [Trustee] [Paying Agent] by such fifth Business Day. Such option may be exercised by the registered holder hereof for less than the aggregate principal amount hereof then outstanding, provided that the principal amount hereof remaining outstanding after repayment is at least a Minimum Denomination as specified in the Pricing Supplement, or if no such Minimum Denomination is so specified, [U.S.\$1,000] or its equivalent in the applicable Specified Currency, unless otherwise specified in the Pricing Supplement.

[OPTION TO ELECT REPAYMENT]

The undersigned hereby irrevocably request(s) and instruct(s) the Issuer to repay this Note (or portion hereof specified below) pursuant to its terms at a price equal to the principal amount hereof together with interest to the repayment date, to the undersigned, at

(Please print or typewrite name and address of the undersigned)

For this Note to be repaid, [the Trustee must receive at 101 Barclay Street, New York, New York, 10286] [the Paying Agent must receive at ~~to be set forth as needed~~ *for specific notes*.] or at such other place or places of which the Issuer from time to time shall notify the registered holder of this Note, not less than 30 nor more than 60 calendar days prior to an Optional Repayment Date, if any, shown in the Pricing Supplement, this Note with this "Option to Elect Repayment" form duly completed.

If less than the entire principal amount of this Note is to be repaid, (a) specify the portion hereof which the registered holder elects to have repaid and (b) specify the portion hereof (which shall be a minimum amount equal to the Minimum Denomination) which is not being repaid (in the absence of any such specification to the contrary, one such Note will be issued for the portion not being repaid).

Date: _____

NOTICE: The signature on this Option to Elect Repayment must correspond with the name as written upon the face of this Note in every particular, without alteration or enlargement or any change whatever.

Principal amount to be repaid, if amount to be repaid is less than the principal amount of this Note (principal amount remaining must be in Minimum Denominations):
[U.S.\$] _____

Amount to be Reissued (principal amount remaining must be in Minimum Denominations):
[U.S.\$] _____
[U.S.\$] _____

☐ [Option To Use DTC Tender Procedures]

DTC Participant Number:_____

DTC Participant Name:_____

DTC Participant Telephone Number:_____

Fill in registration of Notes if to be issued otherwise than to the registered holder:
Name _____

Address: _____

(Please print name and address including zip code)

SOCIAL SECURITY OR OTHER TAXPAYER ID NUMBER

BANK OF AMERICA CORPORATION
Senior Medium-Term Notes, Series M

MASTER REGISTERED GLOBAL SENIOR NOTE

This Master Registered Global Senior Note (this “Note”) is a global security within the meaning of the Indenture dated as of January 1, 1995, as may be supplemented and amended from time to time (the “Indenture”), between Bank of America Corporation (the “Company”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”) under the Indenture and is registered in the name of Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (“DTC” or the “Depository”). This Note is not exchangeable for definitive or other Notes registered in the name of a person other than the Depository or its nominee, except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository) may be registered except in the limited circumstances described in the Indenture.

Unless this Note is presented by an authorized representative of the Depository to the Company or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND IS NOT AN OBLIGATION OF OR GUARANTEED BY BANK OF AMERICA, N.A. OR ANY OTHER BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION.

THIS NOTE IS A DIRECT, UNCONDITIONAL, UNSECURED AND UNSUBORDINATED GENERAL OBLIGATION OF BANK OF AMERICA CORPORATION.

This Note represents one or more obligations of Bank of America Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor corporation), which may be issued by the Company from time to time in one or more offerings up to the aggregate principal amount of senior and subordinated medium-term notes, Series M, duly authorized by the Company’s board of directors, or a committee duly established by and acting pursuant to the authority of the Company’s board of directors, to be issued (each such obligation, a “Supplemental Obligation”). The terms of each Supplemental Obligation are and will be reflected in this Note and in the applicable pricing supplement identified by CUSIP number and title of Supplement Obligation on Schedule 1 hereto (each such pricing supplement, together with the Company’s prospectus dated May 1, 2015, as supplemented by the prospectus supplement dated January _____, 2017, as either of such documents may be amended, supplemented, superseded or replaced from time to time, and as further amended and/or supplemented by any relevant product supplement, index supplement and/or prospectus addendum (as amended, supplemented, superseded or replaced, the “Prospectus”), a “Pricing Supplement”) relating to such Supplemental Obligation, which Pricing Supplement (including the Prospectus) is on file with the Trustee. With respect to each Supplemental Obligation, the terms and provisions of the Supplemental Obligation contained in the applicable Pricing Supplement are hereby incorporated by reference herein and are deemed to be a part of this Note as of the applicable Original Issue Date specified on Schedule 1 hereto. Each reference to “this Note” includes and shall be deemed to refer to each Supplemental Obligation. A “pricing supplement” may bear a different name, including, without limitation, “term sheet” or “terms supplement.”

With respect to each Supplemental Obligation, every term of this Note is subject to modification, amendment or elimination through the incorporation by reference of the applicable Pricing Supplement, whether or not the phrase “unless otherwise provided in the Pricing Supplement” or language of similar import precedes the term of this Note so modified, amended or eliminated. It is the intent of the parties hereto that, in the case of any conflict between the terms of a Pricing Supplement and the terms herein, the terms of the Pricing Supplement shall control over the terms herein with respect to the relevant Supplemental Obligation. Without limiting the foregoing, in the case of each Supplemental Obligation, holders of beneficial interests in this Note are directed to the applicable Pricing Supplement for a description of certain terms of such Supplemental Obligation, including, as applicable (i) the manner of determining the principal amount of, interest, if any, premium, if any or other amounts payable, if any, on, or (if applicable) securities or other assets deliverable on, such Supplemental Obligation, (ii) the dates, if any, on which the principal amount of, interest, if any, premium, if any or other amounts payable, if any, on, such Supplemental Obligation shall be determined and payable, (iii) the currency in which a Supplemental Obligation is payable, (iv) the ability of the Company to redeem the Supplemental Obligation prior to the maturity date specified in the applicable Pricing Supplement (the “Stated Maturity Date”), (v) the ability of the holder of the Supplemental Obligation to require repayment of a Supplemental Obligation prior to its Stated Maturity Date, (vi) the amount payable upon any acceleration of such Supplemental Obligation, and (vii) the principal amount of such Supplemental Obligation deemed to be Outstanding (as defined in the Indenture) for purposes of determining whether holders of the requisite principal amount of Supplemental Obligations have made or given any request, demand, authorization, direction, notice, consent, waiver or other action under the Indenture.

This Note is a “Master Note,” which term means a global security that provides for incorporation therein of the terms of Supplemental Obligations by reference to the applicable Pricing Supplements, substantially as contemplated herein.

The Company, for value received, hereby promises to pay to CEDE & CO., as nominee for The Depository Trust Company, or its registered assigns, the principal of each Supplemental Obligation, as adjusted in accordance with Schedule 1 hereto, or the relevant payment amount for such Supplemental Obligation calculated in accordance with the provisions of the applicable Pricing Supplement, on the Stated Maturity Date for such Supplemental Obligation specified in the applicable Pricing Supplement (except to the extent redeemed or repaid or to the extent the entire principal amount is otherwise paid prior to the Stated Maturity Date) and any premium, interest or other amounts payable on each Supplemental Obligation on the relevant payment date, as specified in and calculated in accordance with the provisions of the applicable Pricing Supplement. “Maturity,” for a Supplemental Obligation when used herein, means the date on which the principal, or an installment of principal, on that Supplemental Obligation becomes due and payable in full in accordance with the terms of this Note, the applicable Pricing Supplement and the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder’s option or otherwise.

Any interest so payable, and punctually paid or duly provided for, on any Interest Payment Date for a Supplemental Obligation will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same Supplemental Obligation) is registered, unless otherwise specified in the applicable Pricing Supplement (i) if held in book-entry only form and denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) if held in book-entry form and denominated in a currency other than U.S. dollars or if held in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date as originally scheduled to occur (each, referred to herein as the “Regular Record Date”); provided, however, that the first payment of interest on a Supplemental Obligation with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the “Maturity Date”) will be payable to the person to whom the principal hereof shall be payable. The principal on a Supplemental Obligation so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as that Supplemental Obligation) is registered at the time of payment by the Trustee. Any principal of, or any premium, interest or other amounts payable on, a Supplemental Obligation not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

Payments shall be made by wire transfer to the registered holder of this Note by the Paying Agent without necessity of presentation and surrender of this Note to such account as has been appropriately designated to the Paying Agent by the person entitled to such payments.

The Company will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the applicable Pricing Supplement, which provisions shall have the same effect as though fully set forth herein. In the event of any conflict between the provisions contained herein or on the reverse hereof and the applicable terms and provisions contained in the applicable Pricing Supplement, the latter shall control. References herein to “this Note,” “hereof,” “herein” and comparable terms shall mean this Note and shall include the applicable terms and provisions set forth in the applicable Pricing Supplement.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: January_____, 2017

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____
Name: Angela C. Jones
Title: Managing Director

By: _____
Title: Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated: January_____, 2017

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

BANK OF AMERICA CORPORATION
Senior Medium-Term Notes, Series M

MASTER REGISTERED GLOBAL SENIOR NOTE

SECTION 1. *General.* This Note represents one or more duly authorized Supplemental Obligations of the Company to be issued under the Indenture as part of the Securities (as defined in the Indenture) designated as Senior Medium-Term Notes, Series M, and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Trustee and each Paying Agent (as described below) appointed thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Company in accordance with the terms of the Indenture.

Each Supplemental Obligation will be issued pursuant to the Prospectus Supplement dated January _____, 2017 to the Prospectus dated May 1, 2015, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time and may have different issue and Maturity Dates, bear interest (if any) at different rates and vary in such other ways as provided in the applicable Pricing Supplement and the Indenture and described in the Prospectus. The specific terms of each Supplement Obligation will be described in a Pricing Supplement.

The Company has initially appointed the Trustee to act as the Paying Agent, Security Registrar and transfer agent for the Supplemental Obligations. The Company may appoint a successor paying agent or an additional or different paying agent for a Supplemental Obligation pursuant to the terms of the Indenture (each such other entity appointed to act as a paying agent for a Supplemental Obligation and designated as such in the applicable Pricing Supplement, together with the Trustee, a "Paying Agent"). Requests in respect of payments with respect to Supplemental Obligation under this Note may be served at the corporate trust office or agency of the Trustee, located at 101 Barclay Street, New York, New York, 10286, or such other locations as may be specified by the Trustee or the applicable Paying Agent, as the case may be, and notified to the Company and the registered holder of this Note.

Unless specified otherwise in the applicable Pricing Supplement, no Supplemental Obligation will be subject to a sinking fund.

The Trustee shall make appropriate entries on Schedule 1 hereto to identify and reflect the issuance of any Supplemental Obligation represented by this Note and shall enter additional information with respect to such Supplemental Obligation as indicated on Schedule 1 hereto, all in accordance with the instructions of the Company. In addition, the Trustee shall make an appropriate notation in its records to reflect the issuance of any Supplemental Obligation represented by this Note.

SECTION 2. *Interest Provisions.* Interest, if any, payable on a Supplemental Obligation shall be calculated as set forth in the applicable Pricing Supplement.

Unless otherwise specified in the applicable Pricing Supplement, if the Maturity of the principal of any Supplemental Obligation occurs on a day that is not a business day (as described in the applicable Pricing Supplement), any amount of principal, premium, interest or other amount that would otherwise be due on such Supplemental Obligation on such day (the “Specified Day”) may be paid or made available for payment on the business day that is next succeeding the Specified Day with the same force and effect as if such amount were paid on the Specified Day, and no interest will accrue on the amount so payable for the period from the Specified Day to such next succeeding business day.

The business day convention applicable to any Interest Period, Interest Reset Date or Interest Payment Date (each as specified in the applicable Pricing Supplement), other than one that falls on a Specified Day, for a Supplemental Obligation will be described and specified in the applicable Pricing Supplement; *provided* that if no such business day convention is specified in the applicable Pricing Supplement, then the following unadjusted business day convention (as described in the applicable Pricing Supplement) shall apply to the Supplemental Obligation.

SECTION 3. *Optional Redemption.* If so specified in, and in accordance with the terms of, the applicable Pricing Supplement, a Supplemental Obligation may be redeemed at the option of the Company at (i) any time on and after an initial date specified in the applicable Pricing Supplement, (ii) on any Interest Payment Date on or after an initial date specified in the applicable Pricing Supplement or (iii) on such other date or dates, if any, or in such other manner as set forth in the applicable Pricing Supplement for redemption at the option of the Company (each such date, an “Optional Redemption Date”). **IF NO OPTIONAL REDEMPTION DATE OR DATES ARE SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT, THAT SUPPLEMENTAL OBLIGATION MAY NOT BE REDEEMED AT THE OPTION OF THE COMPANY PRIOR TO ITS STATED MATURITY DATE.**

Unless otherwise specified in the applicable Pricing Supplement, a Supplemental Obligation may be redeemed on any Optional Redemption Date in whole or from time to time in part (in increments of the Minimum Denomination, as defined below) at the option of the Company at a redemption price of 100% of the principal amount of that Supplemental Obligation being redeemed (unless a different redemption price is specified in the applicable Pricing Supplement), together with accrued and unpaid interest (if any) on that Supplemental Obligation payable at the applicable rate or rates (if any) borne by that Supplemental Obligation, to, but excluding, the date fixed for redemption, on notice given in accordance with the Indenture and the Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement, the notice of redemption shall specify:

- the date fixed for redemption;
- the redemption price;
- the securities identification number(s) of the Supplemental Obligation to be redeemed;

-
- the amount to be redeemed, if less than all of the Supplemental Obligation is to be redeemed;
 - the place of payment for the Supplemental Obligation to be redeemed;
 - that interest (if any) accrued on the Supplemental Obligation to be redeemed to the date fixed for redemption will be paid as specified in the notice; and
 - that on and after the date fixed for redemption, interest (if any) will cease to accrue on the Supplemental Obligation to be redeemed.

So long as a depository is the record holder of a Supplemental Obligation, the Company will deliver any redemption notice only to that depository.

In the event of redemption of a Supplemental Obligation in part only, the unredeemed portion thereof shall be at least the minimum authorized denomination (the “Minimum Denomination”) specified in the applicable Pricing Supplement, or if no such Minimum Denomination is so specified, U.S. \$1,000 or its equivalent in the specified currency indicated in the Pricing Supplement. In the event of redemption of a Supplemental Obligation in part only, the unredeemed portion of that Supplemental Obligation shall continue to be represented by this Note and the applicable Pricing Supplement, subject to modifications specified on Schedule 1 attached hereto. The Trustee shall note any such early redemption, whether in whole or in part, on Schedule 1 hereto. Unless otherwise specified in the applicable Pricing Supplement, if less than all of a Supplemental Obligation is to be redeemed, the amount of that Supplemental Obligation to be redeemed shall be selected in accordance with the procedures of the Depository.

From and after any date fixed for redemption, if monies for the redemption of a Supplemental Obligation (or portion thereof) shall have been made available for redemption on such date, that Supplemental Obligation (or such portion thereof) shall cease to bear interest (if any) or premium (if any) and the holder’s only right with respect to that Supplemental Obligation (or such portion thereof) shall be to receive payment of the redemption price of such Supplemental Obligation (or portion thereof) being redeemed as specified in the applicable Pricing Supplement and, if appropriate, all unpaid interest (if any) accrued to such date fixed for redemption.

SECTION 4. *Optional Repayment.* A Supplemental Obligation may be repayable prior to its Stated Maturity Date at the option of the holder if so specified in, and in accordance with the terms of, the applicable Pricing Supplement. **IF NO OPTIONAL REPAYMENT AT THE OPTION OF THE HOLDER IS SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT, THAT SUPPLEMENTAL OBLIGATION MAY NOT BE SO REPAID AT THE OPTION OF THE HOLDER PRIOR TO ITS STATED MATURITY DATE.** In the event of an early repayment of a Supplemental Obligation in part only, the portion of such Supplemental Obligation that is not repaid shall continue to be represented by this Note and the applicable Pricing Supplement. The Trustee shall note any such optional repayment, whether in whole or in part, on Schedule 1 hereto.

SECTION 5. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the holders of a Supplemental Obligation at any time by the Company and the Trustee with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the affected Supplemental Obligation and all other Securities (as defined in the Indenture) then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of a Supplemental Obligation under this Note then outstanding, on behalf of all holders of such Supplemental Obligation, to rescind and annul a declaration of acceleration in certain circumstances and to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of such Supplemental Obligation shall be conclusive and binding upon such holder and upon all future holders of such Supplemental Obligation and of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon such Note. The determination of whether a particular Supplemental Obligation is "outstanding" will be made in accordance with the Indenture.

Any new global security authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Company as to any matter provided for in such modification, amendment or supplement to the Indenture or the Supplemental Obligations. Any new global security so modified as to conform, in the opinion of the Company, to any provisions contained in any such modification, amendment or supplement may be prepared by the Company, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 6. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and any premium, interest and other amounts payable on, each Supplemental Obligation at the times, place and rate, and in the coin or currency, prescribed in this Note and in the applicable Pricing Supplement.

SECTION 7. *Successor to Company.* The terms of the Indenture set forth in Article Eleven thereof shall govern the Company's ability to consolidate or merge with or into any other Person (as defined in the Indenture) or sell or convey all or substantially all of its assets to any Person and the effect of any such consolidation, merger, sale or conveyance.

SECTION 8. *Minimum Denominations.* Each Supplemental Obligation may be issued, whether on the original issue date or upon registration of transfer, exchange or partial redemption or repayment of such Supplemental Obligation, only in the Minimum Denomination as specified in the applicable Pricing Supplement, or if no Minimum Denomination is so specified, in minimum denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or equivalent denominations in other currencies, subject to any other statutory or regulatory minimums).

SECTION 9. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar upon surrender of this Note for registration of transfer at the

office or agency of the Company designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new notes will be issued to the designated transferee or transferees.

This Note may be exchanged in whole, but not in part, and Supplemental Obligations may be exchanged in whole, for Certificated Notes (as defined below) under the circumstances described in the Indenture and (a) if DTC notifies the Company that it is unwilling or unable to continue as depository for the global note or DTC ceases to be a clearing agency registered under the U.S. Securities Exchange Act of 1934, as amended, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Company within 90 days after receiving such notice or becoming aware that DTC is no longer so registered; (b) the Company, in its sole discretion, elects to issue Certificated Notes; or (c) as set forth in the applicable Pricing Supplement for a Supplemental Obligation. Unless otherwise set forth above, Certificated Notes will be issued in Minimum Denominations only and will be issued in registered form only, without coupons.

In addition, this Note is a Master Note and may be exchanged at any time, solely upon the request of the Company to the Trustee, for one or more global notes, each of which may or may not be a Master Note, as requested by the Company. Each such replacement global note that is a Master Note shall reflect such of the Supplemental Obligations as the Company shall request. Each such replacement global note that is not a Master Note shall represent one (and only one) Supplemental Obligation as requested by the Company and in the same principal amount of such Supplemental Obligation outstanding at such time, and such global note shall be appropriately modified so as to reflect the terms of such Supplemental Obligation.

Subject to the terms of the Indenture, if Certificated Notes are issued, a holder may exchange its Certificated Notes for other Certificated Notes of the same issue in an equal aggregate principal amount and in Minimum Denominations.

Certificated Notes may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Company may designate and maintain. The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Company may change the Security Registrar or the transfer agent or approve a change in the location through which the Security Registrar or transfer agent acts at any time, except that the Company will be required to maintain a security registrar and transfer agent in each place of payment for the relevant Supplemental Obligation. At any time, the Company may designate additional transfer agents for a Supplemental Obligation.

The Company will not be required to (a) issue, exchange, or register the transfer of any Supplemental Obligation if it has exercised its right to redeem such Supplemental Obligation for a period of 15 calendar days before the date fixed for redemption, or (b) exchange or register the transfer of any Supplemental Obligation that was selected, called, or is being called for

redemption, except the unredeemed portion of such Supplemental Obligation, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Company, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

SECTION 10. *Events of Default.* Unless otherwise provided in the applicable Pricing Supplement, the “Events of Default” with respect to a Supplemental Obligation shall be as set forth in Section 6.01 of the Indenture, and, solely to the extent set forth in Section 6.01 of the Indenture, upon the occurrence and continuance of an Event of Default for a Supplemental Obligation, the principal of such Supplemental Obligation may be declared due and payable in the manner and with the effect provided in the Indenture.

SECTION 11. *Defeasance.* Unless otherwise specified in the applicable Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to the relevant Supplemental Obligation.

SECTION 12. *Specified Currency.* Unless otherwise provided herein or in the applicable Pricing Supplement, the principal of and any premium, interest or other amounts payable on any Supplemental Obligation are payable in the specified currency indicated in the applicable Pricing Supplement.

SECTION 13. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note or any definitive notes issued in certificated form in exchange for beneficial interests in this Note in accordance with the Indenture (referred to herein as “Certificated Notes”) shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or a Certificated Note or evidence of the loss, theft or destruction hereof or thereof satisfactory to the Company and the Trustee and such other documents or proof as may be required by the Company and the Trustee shall be delivered to the Trustee, the Trustee shall issue a new Note or Certificated Note of like tenor, form, payment and other terms and principal amount, bearing number not contemporaneously used or in use for any other Securities issued under the Indenture, in exchange and substitution for the mutilated or defaced Note or Certificated Note or in lieu of the Note or Certificated Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note or Certificated Note, only upon receipt of evidence satisfactory to the Company and the Security Registrar that this Note or Certificated Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Company and the Trustee. Upon the issuance of any substituted Note or Certificated Note, the Company may require the payment of a sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note or Certificated Note. If any Note or Certificated Note which has matured

or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Company may, instead of issuing a substitute Note or Certificated Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note or Certificated Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 14. *Miscellaneous*. No recourse shall be had for the payment of principal of, or any premium, interest or other amounts payable on, a Supplemental Obligation for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Company or of any successor organization, either directly or through the Company or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 15. *Defined Terms*. All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

SECTION 16. *GOVERNING LAW*. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -- _____ as Custodian for _____
(Cust) (Minor)
Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____ / _____

Please print or type name and address, including zip code of assignee

the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint

Attorney

to transfer the said Note on the books of the within-named Company, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

Schedule 1

CUSIP Number and Title of Supplemental Obligation	Initial Principal Amount of Supplemental Obligation	Original Issue Date	Increase (Decrease) in Principal Amount	Transfer/ Redemption/ Repayment/ Exchange into Other Global Note or Certificated Note	Date of Increase (Decrease) or Transfer/ Redemption/ Repayment/ Exchange into Other Global Note or Certificated Note	Trustee Notation

[FORM OF REGISTERED GLOBAL SUBORDINATED NOTE]**BANK OF AMERICA CORPORATION
Subordinated Medium-Term Notes, Series M****REGISTERED GLOBAL SUBORDINATED NOTE**

This Registered Global Subordinated Note (this “Note”) is a global security within the meaning of the Indenture dated as of January 1, 1995, as supplemented from time to time (the “Indenture”), between Bank of America Corporation (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”) under the Indenture and is registered in the name of [Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (the “Depository”)] [The Bank of New York Depository (Nominees) Limited, as nominee of The Bank of New York Mellon, London Branch, the common depository (the “Common Depository”) for Euroclear Bank SA/NV and/or Clearstream Banking, *société anonyme*, Luxembourg]. This Note is not exchangeable for definitive or other Notes registered in the name of a person other than [the Depository or its nominee] [the Common Depository], except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by [the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository] [the Common Depository to a successor common depository]) may be registered except in the limited circumstances described in the Indenture.¹

[Unless this Note is presented by an authorized representative of the Depository to the Issuer or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.]²

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.

THE INDEBTEDNESS OF BANK OF AMERICA CORPORATION EVIDENCED BY THIS NOTE, INCLUDING THE PRINCIPAL HEREOF AND INTEREST HEREON, IS, TO THE EXTENT AND IN THE MANNER SET FORTH IN THE INDENTURE, SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT TO BANK OF AMERICA CORPORATION’S OBLIGATIONS TO HOLDERS OF SENIOR INDEBTEDNESS, AS DEFINED IN THE INDENTURE, AND EACH HOLDER OF THIS NOTE, BY THE ACCEPTANCE HEREOF, AGREES TO AND SHALL BE BOUND BY SUCH PROVISIONS OF THE INDENTURE.

¹ Modify this paragraph as needed to reflect a depository other than DTC, Euroclear or Clearstream, Luxembourg.

² Modify in the case of all Registered Global Notes held by or through a depository other than DTC.

THIS NOTE IS NOT AN OBLIGATION OF OR GUARANTEED BY BANK OF AMERICA, N.A. OR ANY OTHER BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION.

THIS NOTE IS SOLD IN MINIMUM DENOMINATIONS AS NOTED HEREIN AND/OR IN THE PRICING SUPPLEMENT ATTACHED HERETO AND CANNOT BE EXCHANGED FOR NOTES IN SMALLER DENOMINATIONS. EACH OWNER OF A BENEFICIAL INTEREST IN THIS NOTE IS REQUIRED TO HOLD A BENEFICIAL INTEREST OF A PRINCIPAL AMOUNT OF THIS NOTE EQUAL TO THE MINIMUM DENOMINATION AT ALL TIMES.

No. R-
CUSIP No.:
ISIN:
Common Code:

Registered

Principal Amount: [\$]_____

BANK OF AMERICA CORPORATION
Subordinated Medium-Term Notes, Series M

[INSERT SPECIFIC NAME OR DESIGNATION OF THE NOTES]
REGISTERED GLOBAL SUBORDINATED NOTE

ORIGINAL ISSUE DATE³:

☐ This Note is a Renewable Note at the Holder's Option. [See attached Rider]

STATED MATURITY DATE:

☐ This Note is an Extendible Note at the Issuer's Option. [See attached Rider]

CURRENCY:

☐ U.S. Dollars

☐ This Note is an Amortizing Note. [See payment schedule in attached Pricing Supplement]

☐ Other (specify):

☐ FIXED RATE NOTE

☐ FLOATING RATE NOTE

☐ FLOATING RATE/FIXED RATE NOTE

RECORD DATES:

[CALCULATION AGENT:]

BANK OF AMERICA CORPORATION, a Delaware corporation (herein called the "Issuer," which term includes any successor corporation), for value received, hereby promises to pay to [CEDE & CO., as nominee for The Depository Trust Company][THE BANK OF NEW YORK DEPOSITORY (NOMINEES) LIMITED, as nominee of The Bank of New York Mellon, London Branch, the common depository for Euroclear Bank SA/NV, and/or Clearstream Banking, *société anonyme*, Luxembourg]⁴, or its registered assigns, the principal amount specified above or as set forth in the Pricing Supplement (including the Prospectus (as defined on the reverse hereof) and any related product supplement, index supplement and/or prospectus addendum referred to collectively as the "Pricing Supplement") attached hereto and hereby incorporated by reference in and deemed to be a part of this Note, as adjusted in accordance with Schedule 1 hereto, on the Stated Maturity Date⁵ specified above (except to the extent redeemed or repaid or to the extent the

³ The form provides that interest, if any, will accrue from the Original Issue Date. In the event a series of Notes is reopened, interest will accrue from the Original Issue Date for all tranches of Notes of that series. However, in the event a series of Notes is reopened, the authentication date for each tranche of Notes will be the date that tranche of Notes is settled, which may be different from the Original Issue Date.

⁴ Modify as needed for a different nominee or a nominee of a depository other than DTC, Euroclear or Clearstream, Luxembourg.

⁵ This form provides for Notes that will mature only on a specified date. If the Maturity of Notes of a series may be renewed at the option of the holder, or if the Issuer may elect the extension of Maturity of the Notes of a series, the form, as used, will be modified by the applicable Rider attached to this Note to provide for additional terms relating to such renewal or extension, as the case may be, including the period or periods for which the Maturity may be renewed or extended, changes in the interest rate, if any, and requirements for notice.

entire principal amount is otherwise paid prior to the Stated Maturity Date), and, if applicable, to pay interest thereon in accordance with the provisions set forth on the reverse hereof and in accordance with the terms and applicable provisions set forth in the Pricing Supplement, and (to the extent that the payment of such interest shall be legally enforceable) to pay interest at the interest rate or default rate specified in the Pricing Supplement on any overdue principal and premium, if any, and on any overdue installment of interest. "Maturity," when used herein, means the date on which the principal of this Note or an installment of principal becomes due and payable in full in accordance with the terms of this Note, including the Pricing Supplement, and the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder's option or otherwise.

Any interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered, unless otherwise specified herein or in the Pricing Supplement (i) for book-entry only Notes denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) for book-entry only Notes denominated in a currency other than U.S. dollars and for any Notes in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date as originally scheduled to occur (each, referred to herein as the "Regular Record Date"); provided, however, that the first payment of interest on any Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the "Maturity Date") will be payable to the person to whom the principal hereof shall be payable. The principal so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered at the time of payment by the Trustee or the applicable Paying Agent (as defined on the reverse hereof). Any principal of, or any premium, interest or other amounts payable on, this Note not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

Payment of principal of, and any premium, interest or other amounts payable on, this Note due at Maturity will be made in immediately available funds upon presentation and surrender of this Note at the office of the applicable Paying Agent maintained for that purpose, and in accordance with the procedures of the depository or clearing system noted hereon; provided, that this Note is presented to the applicable Paying Agent in time for such Paying Agent to make such payment in accordance with its normal procedures. Payments of any interest or other amounts payable on this Note (other than at Maturity) will be made by wire transfer to such account as has been appropriately designated to the applicable Paying Agent by the person entitled to such payments.

The Issuer will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the Pricing Supplement attached hereto, which shall have the same effect as though fully set forth herein. In the event of any conflict between the provisions contained herein or on the reverse hereof and the applicable terms and provisions contained in the Pricing Supplement attached hereto, the latter shall control. References herein to “this Note,” “hereof,” “herein” and comparable terms shall include the applicable terms and provisions of the Pricing Supplement attached hereto.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: _____

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____
Name:
Title:

By: _____
Title: [Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

BANK OF AMERICA CORPORATION
Subordinated Medium-Term Notes, Series M

REGISTERED GLOBAL SUBORDINATED NOTE

SECTION 1. *General.* This Note is one of a duly authorized issue of subordinated notes of the Issuer to be issued under the Indenture dated January 1, 1995, as supplemented from time to time (the “Indenture”), between Bank of America Corporation (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”), as part of the Securities (as defined in the Indenture) designated as Subordinated Medium-Term Notes, Series M, and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee and each Paying Agent (as described below) that may be appointed thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Issuer in accordance with the terms of the Indenture.

This Note is also one of the Notes issued pursuant to the Prospectus Supplement dated January ___, 2017 to the Prospectus dated May 1, 2015, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time (referred to collectively herein as the “Prospectus”), for the offer and sale of the Issuer’s senior and subordinated medium-term notes, Series M (the “Notes”). The Notes may have different issue and maturity dates, bear interest (if any) at different rates and vary in such other ways as provided in the Pricing Supplement and in the Indenture and described in the Prospectus. The specific terms of each issuance of Notes will be described in a Pricing Supplement.

The Issuer has initially appointed the Trustee to act as the Paying Agent, Security Registrar and transfer agent for the Notes. The Issuer may appoint a successor paying agent or an additional or different paying agent for this Note pursuant to the terms of the Indenture (each such other entity appointed to act as a paying agent and designated as such in the Pricing Supplement, together with the Trustee, a “Paying Agent”). This Note may be presented or surrendered for payment, and notices, designations or requests in respect of payments with respect to this Note may be served, at the corporate trust office or agency of the Trustee, located at 101 Barclay Street, New York, New York, 10286, or such other locations as may be specified by the applicable Paying Agent and notified to the Issuer and the registered holder of this Note.

Unless specified otherwise in the Pricing Supplement, this Note will not be subject to a sinking fund.

SECTION 2. *Interest Provisions.* Interest, if any, payable on this Note shall be calculated as set forth in the Pricing Supplement.

Unless otherwise specified in the Pricing Supplement, if the Maturity Date (which, for the avoidance of doubt, includes the date on which principal is paid in the case of redemption or

repayment of this Note) falls on a day that is not a Business Day, any amount of principal, premium, interest or other amount that would otherwise be due on this Note on such day (the "Specified Day") may be paid or made available for payment on the Business Day that is next succeeding the Specified Day with the same force and effect as if such amount were paid on the Specified Day, and no interest will accrue on the amount so payable for the period from the Specified Day to such next succeeding Business Day.

The business day convention applicable to any Interest Period, Interest Reset Date or Interest Payment Date (each as specified in the Pricing Supplement), other than one that falls on a Specified Day, for this Note will be described and specified in the Pricing Supplement; *provided* that if no such business day convention is specified in the Pricing Supplement, then the following unadjusted business day convention (as described in the Pricing Supplement) shall apply to this Note.

SECTION 3. *Amortizing Notes.* If this Note is designated as an "Amortizing Note" on the face hereof, the Issuer will make payments combining principal and interest on the dates and in the amounts set forth in the table included in the Pricing Supplement. If this Note is an Amortizing Note, payments made hereon will be applied first to interest due and payable on each such payment date and then to the reduction of the Outstanding Face Amount. The term "Outstanding Face Amount" means, at any time, the amount of unpaid principal hereof at such time.

SECTION 4. *Optional Redemption.* If so specified in, and in accordance with the applicable terms of, the Pricing Supplement, this Note may be redeemed at the option of the Issuer at (i) any time on and after an initial date specified in the Pricing Supplement, (ii) on any Interest Payment Date on or after an initial date specified in the Pricing Supplement or (iii) on such other date or dates, if any, or in such other manner as set forth in the Pricing Supplement for redemption at the option of the Issuer (each such date, an "Optional Redemption Date"). **IF NO OPTIONAL REDEMPTION DATE OR DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE REDEEMED AT THE OPTION OF THE ISSUER PRIOR TO THE STATED MATURITY DATE, EXCEPT AS PROVIDED HEREIN IN THE EVENT THAT ANY ADDITIONAL AMOUNTS (AS DEFINED BELOW) ARE REQUIRED TO BE PAID BY THE ISSUER WITH RESPECT TO THIS NOTE.**

Unless otherwise specified in the Pricing Supplement, this Note may be redeemed on any Optional Redemption Date in whole or from time to time in part at the option of the Issuer at the Redemption Price (as defined below), together with accrued and unpaid interest (if any) hereon payable at the applicable rate or rates (if any) borne by this Note to, but excluding, the date fixed for redemption, on notice given in accordance with the Indenture to the holder of this Note not less than 10 Business Days nor more than 60 calendar days (unless otherwise specified in the Pricing Supplement) prior to the date fixed for redemption. The notice of redemption shall specify:

- the date fixed for redemption;
- the redemption price;
- the securities identification number(s) of the Notes to be redeemed;
- the amount to be redeemed, if less than all of the series of Notes is to be redeemed;
- the place of payment for the Notes to be redeemed;
- that interest (if any) accrued on the Notes to be redeemed to the date fixed for redemption will be paid as specified in the notice; and

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- that on and after the date fixed for redemption, interest (if any) will cease to accrue on the Notes to be redeemed.

So long as a depository is the record holder of this Note, the Issuer will deliver any redemption notice only to that depository.

In the event of redemption of this Note in part only, the unredeemed portion hereof shall be at least the Minimum Denomination (as described herein). In the event of redemption of this Note in part only, a new Note for the unredeemed portion hereof shall be issued in the name of the registered holder hereof upon the surrender of this Note or, where applicable, an appropriate notation will be made by the Trustee on Schedule 1 attached hereto. Unless otherwise specified herein or in the Pricing Supplement, if less than all of the Notes with like tenor and terms are to be redeemed, the Notes to be redeemed shall be selected in accordance with the procedures of the [Depository][applicable clearing system]. If this Note is redeemable at the option of the Issuer, then, unless otherwise specified in the Pricing Supplement, the "Redemption Price" initially shall be the Initial Redemption Percentage specified in the Pricing Supplement of the principal amount of this Note to be redeemed, which shall be 100% of the principal amount of this Note to be redeemed (unless otherwise specified in the Pricing Supplement), plus accrued and unpaid interest (if any) to, but excluding, the date fixed for redemption.

From and after any date fixed for redemption, if monies for the redemption of this Note (or portion hereof) shall have been made available for redemption on such date, this Note (or such portion hereof) shall cease to bear interest (if any) and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being redeemed (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such redemption date.

SECTION 5. *Optional Repayment.* If so specified in the Pricing Supplement, this Note will be repayable prior to the Stated Maturity Date at the option of the registered holder on the optional repayment date(s), if any, specified in the Pricing Supplement (each such date, an "Optional Repayment Date"). **IF NO OPTIONAL REPAYMENT DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE SO REPAYED AT THE OPTION OF THE HOLDER HEREOF PRIOR TO THE STATED MATURITY DATE.** Unless otherwise specified in the Pricing Supplement, on any Optional Repayment Date, this Note shall be repayable in whole or in part at the option of the holder hereof at a repayment price equal to 100% of the principal amount to be repaid, together with accrued and unpaid interest (if any) hereon payable at the applicable rate or rates (if any) borne by this Note to, but excluding, the date of repayment; provided, however, that, in the event of repayment of this Note in part only, the unrepaid portion hereof shall be at least the Minimum Denomination specified in the Pricing Supplement. For this Note to be repaid in whole or in part at the option of the holder hereof on any Optional Repayment Date, this Note must be received, with the form attached hereto entitled "Option to Elect Repayment" duly completed, by the applicable Paying Agent (as appropriate in accordance with such attached form), at the applicable address set forth on such form or at such other address which the Issuer shall from time to time notify the holders of the Notes not less than 30 nor more than 60 calendar days prior to such holder's Optional Repayment Date. In the event of repayment of this Note in part only, a new Note for the unrepaid portion hereof shall be issued in the name of the

registered holder hereof upon the surrender hereof or, where applicable, an appropriate notation will be made by the Trustee on Schedule 1 attached hereto. Exercise of such repayment option by the holder hereof shall be irrevocable.

From and after any Optional Repayment Date, if monies for the repayment of this Note (or portion hereof) shall have been made available for repayment on such Optional Repayment Date, this Note (or such portion hereof) shall cease to bear interest (if any) and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being repaid (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such Optional Repayment Date.

SECTION 6. *Additional Amounts.* If so specified in the Pricing Supplement, and subject to the exceptions and limitations set forth in the Pricing Supplement, the Issuer will pay to the beneficial owner of this Note that is a "United States Alien" (as defined below) additional amounts ("**Additional Amounts**") to ensure that every net payment on this Note will not be less, due to the payment of U.S. withholding tax, than the amount then otherwise due and payable. For this purpose, a "**net payment**" on this Note means a payment by the Issuer or any Paying Agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge of the United States (other than a territory or possession). These Additional Amounts will constitute additional interest on this Note. For this purpose, "**U.S. withholding tax**" means a withholding tax of the United States, other than a territory or possession.

However, notwithstanding the Issuer's obligation, if so specified in the Pricing Supplement, to pay Additional Amounts, the Issuer will not be required to pay Additional Amounts in any of the circumstances described in the Pricing Supplement.

For purposes of determining whether the payment of Additional Amounts is required, the term "**United States Alien**" means any person who, for United States federal income tax purposes, is a foreign corporation, a non-resident alien individual, a non-resident alien fiduciary of a foreign estate or trust, or a foreign partnership to the extent that one or more of its members is, for United States federal income tax purposes, a foreign corporation, a non-resident alien individual or a non-resident alien fiduciary of a foreign estate or trust.

SECTION 7. *Redemption for Tax Reasons.* If so specified in the Pricing Supplement, the Issuer may redeem this Note in whole, but not in part, at any time before the Stated Maturity Date after giving not less than 30 nor more than 60 calendar days' notice to the applicable Paying Agent and to the registered holder of this Note, if the Issuer has or will become obligated to pay Additional Amounts, as described herein and in the Pricing Supplement, as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or any authority of the United States having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the Pricing Supplement.

In connection with any notice of redemption for tax reasons as described herein, the Issuer will deliver to the Trustee and/or any applicable Paying Agent under the Indenture any required certificate, request or order.

Unless otherwise specified in the Pricing Supplement, if redeemed for tax reasons, this Note will be redeemed at 100% of its principal amount (or, in the case of an Original Issue Discount

Note, the amortized face amount hereof determined as of the date of redemption), together with any interest accrued up to, but excluding, the redemption date.

From and after any redemption date, if monies for the redemption of this Note shall have been made available for redemption on such redemption date, this Note shall cease to bear interest (if any) and the holder's only right with respect to this Note shall be to receive payment of the principal amount of the Note (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest (if any) accrued to such redemption date.

SECTION 8. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Issuer and the rights of the holders of the Notes under the Indenture at any time by the Issuer and the Trustee with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities (as defined in the Indenture) then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities then outstanding under the Indenture and affected thereby, on behalf of the holders of all such Securities, to rescind and annul a declaration of acceleration in certain circumstances and to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The determination of whether particular Securities are "outstanding" will be made in accordance with the Indenture.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in exchange or substitution hereof or in place hereof, in respect of anything done or permitted by the Issuer or by the Trustee in pursuance of such action.

New Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to the Indenture or the Notes. New Notes so modified as to conform, in the opinion of the Issuer, to any provisions contained in any such modification, amendment or supplement may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 9. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of, or any premium, interest or other amounts payable on, this Note at the times, place and rate, and in the coin or currency, herein prescribed.

SECTION 10. *Successor to Issuer.* The terms of the Indenture set forth in Article Eleven thereof shall govern the Issuer's ability to consolidate or merge with or into any other Person (as defined in the Indenture) or sell or convey all or substantially all of its assets to any Person and the effect of any such consolidation, merger, sale or conveyance.

SECTION 11. *Minimum Denominations.* This Note, and any Note issued in exchange or substitution hereof or in place hereof, or upon registration of transfer, exchange or partial redemption or repayment of this Note, may be issued only in the minimum authorized denominations as specified in the Pricing Supplement, or if no such minimum authorized denominations are so specified, in minimum authorized denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or the equivalent amount in other currencies, subject to any other statutory or regulatory minimums) (the “Minimum Denominations”).

SECTION 12. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar, upon surrender of this Note for registration of transfer at the office or agency of the Issuer designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of Minimum Denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

Unless otherwise specified in the Pricing Supplement, this Note may be exchanged in whole, but not in part, for certificated notes in definitive form (referred to herein as “Certificated Notes”), only under the circumstances described in the Indenture and (a) if this Note is a global note clearing initially through The Depository Trust Company (“DTC”), DTC notifies the Issuer that it is unwilling or unable to continue as depository for the DTC global note or DTC ceases to be a clearing agency registered under the United States Securities Exchange Act of 1934, as amended, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered; or (b) in the case of any other registered global note, if the Issuer is notified that any clearing system through which this Note is cleared and settled has been closed for business for a continuous period of 14 days (other than by reason of holidays, whether statutory or otherwise) after the original issuance of the relevant notes or has announced an intention to cease business permanently or has in fact done so and no alternative clearance system approved by the applicable noteholders is available; or (c) the Issuer, in its sole discretion, elects to issue Certificated Notes. Unless otherwise set forth herein or in the Pricing Supplement, Certificated Notes will be issued in Minimum Denominations only and will be issued in registered form only, without coupons.

Subject to the terms of the Indenture, if Certificated Notes are issued, a holder may exchange its Certificated Notes for other Certificated Notes of the same series in an equal aggregate principal amount and in Minimum Denominations.

Certificated Notes may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Issuer may designate and maintain. The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Issuer may change the Security Registrar or the transfer agent or approve a change in the location through which the Security Registrar or transfer agent acts at any time, except that the Issuer will be required to maintain a security registrar and transfer agent in each place of payment for the Notes of this series. At any time, the Issuer may designate additional transfer agents for the Notes of this series.

The Issuer will not be required to (a) issue, exchange, or register the transfer of this Note if it has exercised its right to redeem the Notes of the series of which this Note is a part for a period of 15 calendar days before the redemption date, or (b) exchange or register the transfer of any Notes of the series of which this Note is a part that were selected, called, or are being called for redemption, except the unredeemed portion of the Notes of the series of which this Note is a part, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee, and any agent of the Issuer or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Issuer, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

SECTION 13. *Events of Default.* If an Event of Default (defined in the Indenture as the Issuer's bankruptcy under federal bankruptcy laws, whether voluntary or involuntary and, in the case of the Issuer's involuntary bankruptcy, continuing for a period of 60 consecutive days) shall occur with respect to this Note, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture. THERE IS NO RIGHT OF ACCELERATION PROVIDED IN THE INDENTURE IN CASE OF A DEFAULT IN THE PAYMENT OF PRINCIPAL OR INTEREST ON THIS NOTE OR THE PERFORMANCE OF ANY OTHER COVENANT BY THE ISSUER.

SECTION 14. *Defeasance.* Unless otherwise specified in the Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to this Note.

SECTION 15. *Subordination.* The indebtedness of the Issuer evidenced by this Note, including the principal of and any premium, interest or other amounts payable on this Note, shall be, to the extent set forth in the Indenture, subordinate and junior in right of payment to its obligation to holders of Senior Indebtedness (as defined in the Indenture), and each holder of this Note, by the acceptance hereof, agrees to and shall be bound by such provisions of the Indenture.

SECTION 16. *Specified Currency.* Unless otherwise provided herein or in the Pricing Supplement, the principal of and any premium, interest or other amounts payable on this Note are payable in the Specified Currency indicated on the face hereof (or, if such Specified Currency is not at the time of such payment legal tender for the payment of public and private debts, in (a) such other coin or currency of the country that issued such Specified Currency or (b) (if such Specified Currency is the euro) the successor currency under applicable law, in each case as at the time of such payment is legal tender for the payment of debts).

In the event the Specified Currency indicated on the face hereof has been replaced by another currency (a "Replacement Currency"), any amount due pursuant to this Note may be paid, at the option of the Issuer, in the Replacement Currency or in U.S. dollars, at a rate of exchange which takes into account the conversion, at the rate prevailing on the most recent date on which official conversion rates were quoted or set by the national government or other authority

responsible for issuing the Replacement Currency, from the Specified Currency to the Replacement Currency and, if necessary, the conversion of the Replacement Currency into U.S. dollars at the rate prevailing on the date of such conversion. Notwithstanding the foregoing, if this Note originally was issued in a domestic currency of a state that is or subsequently becomes a Member State of the European Union, then this Note may be redenominated in euro, if subsequent to the issuance of this Note, such state participates in the European monetary union. This Note may be redenominated as a matter of law whether or not the Pricing Supplement provides for redenomination.

If the Specified Currency indicated on the face hereof is other than U.S. dollars (referred to in this Section 16 as a “Foreign Currency”), the Issuer generally will pay principal and any premium, interest and other amounts payable in the Foreign Currency. Holders of beneficial interests in this Note through a participant in DTC will receive payments in U.S. dollars, regardless of the Foreign Currency, unless those holders elect to receive payments on this Note in the Foreign Currency, which election shall be made pursuant to procedures and arrangements in place between DTC and its participants. DTC shall notify the Trustee of any such election in accordance with arrangements in place between DTC and the Trustee.

If holders of beneficial interests in this Note do not elect through their DTC participant to receive payments in the Foreign Currency, the financial institution appointed by the Issuer to act as the exchange rate agent (the “Exchange Agent”) will convert any payments due to those holders of beneficial interests in this Note into U.S. dollars. The U.S. dollar amount of any such payment shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars at the applicable exchange rate, determined as described below. All costs of those conversions will be shared pro rata among the holders of beneficial interests not electing to receive payments in the Foreign Currency in proportion to their respective holdings by deduction from the applicable payments.

The conversion described above will be made by the Exchange Agent using the exchange rate for the Foreign Currency into U.S. dollars prevailing as of 11:00 a.m. (New York City time) on the second Business Day (in Charlotte, North Carolina and New York City) prior to the relevant payment date. If the applicable exchange rate quotation is unavailable from the entity or source ordinarily used by the Exchange Agent in the normal course of business, the Exchange Agent will obtain a quotation from a leading foreign exchange bank in New York City, which may be an affiliate of the Exchange Agent or another entity selected by the Exchange Agent for that purpose after consultation with the Issuer. If no quotation is available from a leading foreign exchange bank, payment will be made in the applicable Foreign Currency to the account or accounts specified by DTC to the Trustee and/or the applicable Paying Agent, unless the applicable Foreign Currency is unavailable as described below.

If the Issuer determines that a payment hereon cannot be made in the Foreign Currency, due to the imposition of exchange controls or other circumstances beyond the Issuer’s control, or the Foreign Currency is unavailable because that currency is no longer used by the government of the relevant country or for the settlement of transactions by public institutions of or within the international banking community, such payment will be made in U.S. dollars. The Trustee and/or the applicable Paying Agent, on receipt of the Issuer’s written instructions and at the Issuer’s expense, will give prompt notice to the beneficial holders of this Note if such determination is made. The U.S. dollar amount of any payment described in this paragraph shall be the amount of

the Foreign Currency otherwise payable converted into U.S. dollars using the most recently available market exchange rate for the applicable Foreign Currency.

Any payment made under such circumstances in U.S. dollars, where the payment is required to be made in the Foreign Currency, will not constitute an “Event of Default” with respect to this Note.

SECTION 17. *Original Issue Discount Note.* If this Note is identified as an Original Issue Discount Note in the Pricing Supplement, then unless otherwise specified therein, the amount payable to the holder of this Note in the event of redemption, repayment or acceleration of Maturity will be the Amortized Face Amount (as defined below) of this Note as of the date of such event. The “Amortized Face Amount” shall be the amount equal to (a) the Issue Price (as set forth in the Pricing Supplement) plus (b) the original issue discount amortized from the Original Issue Date to the date as of which the Amortized Face Amount is calculated, as specified in the Pricing Supplement.

SECTION 18. *Dual Currency Note.* If this Note is identified as a Dual Currency Note in the Pricing Supplement, the Issuer has the option of making each scheduled payment of principal and interest, if any, due on this Note either in the Specified Currency designated on the face hereof or in the optional payment currency specified in the Pricing Supplement. If the Issuer elects to make a payment in the optional payment currency, the amount payable in such optional payment currency shall be determined using the exchange rate specified in the Pricing Supplement, on the terms specified in the Pricing Supplement.

SECTION 19. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or evidence of the loss, theft or destruction hereof satisfactory to the Issuer and the Trustee and such other documents or proof as may be required by the Issuer and the Trustee shall be delivered to the Trustee, the Trustee shall issue a new Note of like tenor, form, payment and other terms and principal amount, bearing a number not contemporaneously used or in use for any other Notes issued under the Indenture, in exchange and substitution for the mutilated or defaced Note or in lieu of the Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note, only upon receipt of evidence satisfactory to the Issuer and the Trustee that this Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Issuer and the Trustee. Upon the issuance of any substituted Note, the Issuer may require the payment of a sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note. If any Note which has matured or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Issuer may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 20. *Miscellaneous.* No recourse shall be had for the payment of principal of (and premium, if any) or any interest or other amounts payable on, this Note for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Issuer or of any successor organization, either directly or through the Issuer or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by

the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 21. *Defined Terms.* All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

Unless specified otherwise in the Pricing Supplement, “Business Day” means, a day that meets all the following requirements:

- (a) for all Notes, is any weekday that is not a legal holiday in New York City or Charlotte, North Carolina, or any other place of payment of the applicable Note, and is not a date on which banking institutions in those cities are authorized or required by law or regulation to be closed;
- (b) for any Note where the base rate is LIBOR, also is a day on which commercial banks are open for business (including dealings in the Index Currency specified in the Pricing Supplement) in London, England;
- (c) for any Note denominated in euro or any Note where the base rate is EURIBOR, also is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor is operating (a “Target Settlement Date”); and
- (d) for any Note that has a Specified Currency other than U.S. dollars or euro, also is not a day on which banking institutions generally are authorized or obligated by law, regulation, or executive order to close in the Principal Financial Center of the country of the Specified Currency.

Unless specified otherwise in the Pricing Supplement, “Principal Financial Center” means (i) the capital city of the country issuing the Specified Currency, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney and Melbourne, Toronto, Johannesburg, and Zurich, respectively; and (ii) the capital city of the country to which the Index Currency relates, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney, Toronto, Johannesburg and Zurich, respectively.

SECTION 22. *GOVERNING LAW.* THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common
TEN ENT	— as tenants by the entireties
JT TEN	— as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ as Custodian for _____
(Cust) (Minor)
Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

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

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____/_____/_____
Please print or type name and address, including zip code of assignee

the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint _____ Attorney

to transfer the said Note on the books of the within-named Issuer, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

SCHEDULE OF TRANSFERS, EXCHANGES, EXTENSIONS, REDEMPTIONS AND REPAYMENTS

The following increases and decreases in the principal amount of this Note have been made:

Date of Transfer, Exchange, Redemption, Repayment or Extension, as Applicable	Increase (Decrease) in Principal Amount of this Note Due to Transfer Among Global Notes or Exchange, Redemption, Repayment or Non-Election of Extension of Maturity Date of a Portion of Global Note, as Applicable	Principal Amount of this Note After Transfer, Exchange, Redemption, Repayment or Extension, as Applicable	Notation made by or on behalf of the Issuer

**[RENEWABLE NOTE RIDER FOR
EXTENSION OF MATURITY AT HOLDER'S OPTION]**

This Note is a Renewable Note, whereby the registered holder has the option to extend the Maturity Date of the principal amount of this Note held by such registered holder (whether in whole or in part) for one or more periods, as specified in the Pricing Supplement, up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Renewable Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

This Note will mature on _____, or if that day is not a Business Day, the immediately preceding Business Day, unless the Maturity Date of all or any portion of the principal amount of this Note is extended in accordance with the procedures described below. In no event will the Maturity Date of this Note be extended beyond the Final Maturity Date.

During the Election Notice Period (as defined below) for each Election Date (as defined below), the registered holder of this Note may elect to extend the Maturity Date of all or any portion of the principal amount of this Note. If the registered holder so elects to extend the Maturity Date of all or any portion of the principal amount of this Note, the Maturity Date of the principal amount for which the election has been made will be extended [to the _____ day of the _____ calendar month]⁶ following the applicable Election Date (each, an "Additional Maturity Date"), up to but not beyond the Final Maturity Date. [If that day is not a Business Day, the Maturity Date of the applicable principal amount will be extended to the immediately preceding Business Day.]⁷ The registered holder may elect to extend the Maturity Date of all or the applicable portion of the principal amount of this Note having a principal amount of at least [\$1,000] or any integral multiple of [\$1,000] in excess of [\$1,000], provided that the principal amount of any portion of this Note not so extended shall be at least [\$1,000].

[The "Election Dates" will be the _____ of each month from, and including, _____ to, and including, _____, whether or not such day is a Business Day.] To make an election effective on any Election Date, the registered holder of this Note must deliver (a) a notice of election during the Election Notice Period for that Election Date and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, or (b) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the holder of this Note, the principal amount hereof, the certificate number of this Note or a description of this Note's tenor or terms, a statement that the option to elect extension of Maturity Date is being exercised thereby, the principal amount hereof with respect to which such option is being exercised and a guarantee that the notice of election form included below duly completed and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, will be delivered to the [Trustee] [Paying Agent] as required hereby. A form of notice of election to extend the Maturity Date is set forth below.

⁶ This form of rider contemplates the option to extend maturity of the notes on a monthly basis. If the applicable notes are not extendible monthly, this language will be modified to reflect semi-annual, quarterly or other periods for extension.

⁷ Modify as necessary for applicable business day convention.

The “Election Notice Period” for each Election Date will begin on the _____ Business Day prior to the applicable Election Date, and will end at [12:00 noon, New York City time,] on that Election Date. However, if that Election Date is not a Business Day, the Election Notice Period will be extended to [12:00 noon, New York City time,] on the next following day that is a Business Day. The election notice must be delivered to the [Trustee] [Paying Agent] no later than [12:00 noon, New York City time,] on the last Business Day in the Election Notice Period. Upon delivery to the [Trustee] [Paying Agent] of a notice of election to extend the Maturity Date of this Note or any portion thereof during any Election Notice Period, that election will be revocable during each day of that Election Notice Period, until [12:00 noon, New York City time,] on the last Business Day in the applicable Election Notice Period, at which time the notice will become irrevocable.

If on any Election Date, the registered holder of this Note does not make a timely or proper election to extend the Maturity Date of all or any portion of the principal amount of this Note, the principal amount of this Note for which an election has not been made will become due and payable on the Initial Maturity Date, or the applicable Additional Maturity Date to which the Maturity of this Note has previously been extended, as applicable. The principal amount of this Note for which an election is not exercised will be represented by a non-extendible substitute note, [substantially in the form attached hereto as Annex A,] which will be completed by the [Trustee] [Paying Agent] in consultation with the Issuer, and registered in the name of the registered holder hereof on that Election Date in accordance with the terms of the Indenture, subject to the delivery of this Note to the [Trustee] [Paying Agent]. In such a case, Schedule 1 hereto will be annotated as of that Election Date to reflect the corresponding decrease in the principal amount of this Note. The non-extendible substitute note so issued will have the same terms as this Note, except that such note:

- will not be extendible;
- will have a new CUSIP number [and ISIN and Common Code]; and
- will retain the then-current Maturity Date of this Note.

Interest on a non-extendible substitute note will accrue from, and including, the last Interest Payment Date on this Note as to which interest was duly paid or provided by the Issuer.

The failure to elect to extend the Maturity Date of all or any portion of this Note will be irrevocable, and will be binding upon any subsequent holder of this Note or any applicable replacement note. The holder of a non-extendible substitute note received as a consequence of the failure to make such an election may not elect to exchange that non-extendible substitute note for an interest in this Note. The Issuer and the [Trustee] [Paying Agent] will deem this Note cancelled as to any portion of the principal amount hereof for which a duly completed form of notice of election to extend the Maturity Date and, if applicable, this Note are not delivered to the [Trustee] [Paying Agent] within the applicable Election Notice Period in accordance with the terms of this Note.

⁸ The form of non-extendible substitute note will be annexed to the global note at the time of issuance of notes extendible at the holder’s option.

Form of Notice of Election to Extend Maturity Date

The undersigned hereby elects to extend the Maturity Date of the Bank of America Corporation [*insert name of specific notes*] (CUSIP Number _____ [ISIN _____ and Common Code _____]) (or the portion thereof specified below) with the effect provided in the Note by surrendering such Note to the [the Trustee at 101 Barclay Street, New York, New York, 10286] [the Paying Agent at [*to be set forth as needed for specific notes*].], or such other address of which the Issuer shall from time to time notify the registered holders of the Note, in the event of an election to extend the Maturity Date of only a portion of the principal amount of the Note, together with this form of "Notice of Election to Extend Maturity Date" duly completed by the holder.

If the option to extend the Maturity Date of less than the entire principal amount of the Note is elected, specify the portion of the Note (which shall be [U.S.\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) as to which the holder elects to extend the Maturity Date: [U.S.\$] _____; and specify the principal amount or amounts (which shall be [\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) of the non-extendible substitute note or notes, [substantially in the form attached to the Note as Annex A,] to be issued to the holder for the portion of the principal amount of the Note for which the option to extend the Maturity Date is not being elected (in the absence of any such specification, one non-extendible substitute note, [substantially in the form of Annex A,] will be issued for the portion of the principal amount of the Note as to which the option to extend Maturity Date is not being made): [U.S.\$] _____.

Dated: _____

[NOTICE: The signature on this Notice of Election to Extend Maturity Date must correspond with the name as written upon the face of the Note in every particular, without alteration or enlargement or any change whatever.]

**[EXTENDIBLE NOTE RIDER
FOR EXTENSION OF MATURITY AT ISSUER'S OPTION]**

This Note is an Extendible Note, whereby the Issuer has the option to extend the maturity of this Note for one or more periods, as specified in the Pricing Supplement (each, an "Extension Period"), up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

The Issuer may exercise its option with respect hereto by delivery to the [Trustee] [Paying Agent] a notice of such exercise at least 45, but not more than 60, calendar days prior to the Stated Maturity Date originally in effect with respect hereto or, if the Stated Maturity Date has already been extended, prior to the maturity date then in effect (each, an "Extended Maturity Date"). After such receipt and not later than 40 calendar days prior to the Stated Maturity Date or an Extended Maturity Date, as the case may be (each, an "Existing Maturity Date"), the [Trustee] [Paying Agent] (or any duly appointed paying agent) will mail by first class mail, postage prepaid, to the registered holder hereof a notice (the "Extension Notice") relating to such extension period (the "Extension Period") setting forth (i) the election of the Issuer to extend the Maturity hereof, (ii) the new Extended Maturity Date, (iii) the interest rate applicable to the Extension Period (which interest rate may be higher during the Extension Period), and (iv) the provisions, if any, for redemption during the Extension Period, including the date or dates on which, the period or periods during which and the price or prices at which such redemption may occur during the Extension Period. Upon the mailing by the [Trustee] [Paying Agent] (or any duly appointed paying agent) of an Extension Notice to the registered holder hereof, the maturity shall be extended automatically as set forth in the Extension Notice, and, except as modified by the Extension Notice and as described in the next paragraph, this Note will have the same terms as prior to the mailing of such Extension Notice.

Notwithstanding the foregoing, not later than 20 calendar days prior to the Existing Maturity Date hereof (or, if such date is not a Business Day, on the immediately succeeding Business Day), the Issuer, at its option, may revoke the interest rate provided for in the Extension Notice and establish a higher interest rate for the Extension Period by mailing or causing the applicable Paying Agent to mail notice of such higher interest rate, by first class mail, postage prepaid, to the registered holder hereof. Such notice shall be irrevocable. Thereafter, this Note will bear such higher interest rate for the Extension Period.

If the Issuer elects to extend the maturity hereof, the registered holder hereof will have the option to elect repayment hereof in whole or in part by the Issuer on the Existing Maturity Date then in effect at a price equal to the principal amount hereof plus any accrued and unpaid interest to such date. In order for this Note to be so repaid on the Existing Maturity Date, the Issuer must receive, at least 30 days but not more than 60 calendar days prior to the Existing Maturity Date then in effect with respect hereto: (i) this Note with the form "Option to Elect Repayment" below duly completed, or (ii) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the registered holder hereof, the principal amount hereof to be repaid, the certificate number, or a description of the tenor and terms hereof, a statement that the option to elect repayment is being exercised thereby, and a guarantee that this Note, together with

the duly completed form entitled “Option to Elect Repayment” attached hereto, will be received by the [Trustee] [Paying Agent] not later than the fifth Business Day after the date of such facsimile transmission or letter; provided, however, that such facsimile transmission or letter shall only be effective if this Note and duly completed form are received by the [Trustee] [Paying Agent] by such fifth Business Day. Such option may be exercised by the registered holder hereof for less than the aggregate principal amount hereof then outstanding, provided that the principal amount hereof remaining outstanding after repayment is at least a Minimum Denomination as specified in the Pricing Supplement, or if no such Minimum Denomination is so specified, [U.S.\$1,000] or its equivalent in the applicable Specified Currency, unless otherwise specified in the Pricing Supplement.

[OPTION TO ELECT REPAYMENT]

The undersigned hereby irrevocably request(s) and instruct(s) the Issuer to repay this Note (or portion hereof specified below) pursuant to its terms at a price equal to the principal amount hereof together with interest to the repayment date, to the undersigned, at _____.

(Please print or typewrite name and address of the undersigned)

For this Note to be repaid, [the Trustee must receive at 101 Barclay Street, New York, New York, 10286] [the Paying Agent must receive at ~~to be set forth as needed~~ *for specific notes*], or at such other place or places of which the Issuer from time to time shall notify the registered holder of this Note, not less than 30 nor more than 60 calendar days prior to an Optional Repayment Date, if any, shown in the Pricing Supplement, this Note with this "Option to Elect Repayment" form duly completed.

If less than the entire principal amount of this Note is to be repaid, (a) specify the portion hereof which the registered holder elects to have repaid and (b) specify the portion hereof (which shall be a minimum amount equal to the Minimum Denomination) which is not being repaid (in the absence of any such specification to the contrary, one such Note will be issued for the portion not being repaid).

Date: _____

NOTICE: The signature on this Option to Elect Repayment must correspond with the name as written upon the face of this Note in every particular, without alteration or enlargement or any change whatever.

Principal amount to be repaid, if amount to be repaid is less than the principal amount of this Note (principal amount remaining must be in Minimum Denominations):

[U.S.\$] _____

Amount to be Reissued (principal amount remaining must be in Minimum Denominations):

[U.S.\$] _____

[U.S.\$] _____

☐ [Option To Use DTC Tender Procedures]

DTC Participant

Number: _____

DTC Participant

Name: _____

DTC Participant Telephone Number:_____

Fill in registration of Notes if to be issued otherwise than to the registered holder:

Name_____

Address:_____

(Please print name and address including zip code)

SOCIAL SECURITY OR OTHER
TAXPAYER ID NUMBER

January 13, 2017

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

Ladies and Gentlemen:

We have acted as counsel to Bank of America Corporation, a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-3 (File No. 333-202354) (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and the base prospectus dated May 1, 2015 constituting a part thereof, as supplemented by the prospectus supplement dated January 13, 2017 (the base prospectus, as supplemented by the prospectus supplement, as either document may be superseded or replaced from time to time, the "Prospectus"), relating to the issuance and sale from time to time by the Company of its Senior Medium-Term Notes, Series M, and its Subordinated Medium-Term Notes, Series M (collectively referred to herein as the "Medium-Term Notes"). The Medium-Term Notes are to be issued and sold from time to time as set forth in the Prospectus and amendments or supplements thereto.

The Medium-Term Notes are to be issued under the terms of (i) the Senior Indenture dated January 1, 1995 between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A., the successor trustee to The Bank of New York) as trustee, as supplemented by a First Supplemental Indenture dated as of September 18, 1998, a Second Supplemental Indenture dated as of May 7, 2001, a Third Supplemental Indenture dated as of July 28, 2004, a Fourth Supplemental Indenture dated as of April 28, 2006, a Fifth Supplemental Indenture dated as of December 1, 2008, a Sixth Supplemental Indenture dated as of February 23, 2011 and a Seventh Supplemental Indenture dated as of January 13, 2017 (as so supplemented, and as further supplemented or amended from time to time, the "Senior Indenture") or (ii) the Subordinated Indenture dated January 1, 1995 between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A., the successor trustee to The Bank of New York) as trustee, as supplemented by a First Supplemental Indenture dated as of August 28, 1998, a Second Supplemental Indenture dated as of January 25, 2007 and a Third Supplemental Indenture dated as of February 23, 2011 (as so supplemented, and as further supplemented or amended from time to time, the "Subordinated Indenture") and, together with the Senior Indenture, the "Indentures"), as applicable.

In connection with this opinion letter, we have examined the Registration Statement (including the exhibits filed therewith and incorporated by reference therein from previous filings made by the Company with the Commission), the Prospectus, certificates of officers of the Company and of public officials, and originals or copies of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter, including resolutions of the Company's Board of Directors authorizing the filing of the Registration Statement and the issuance of the Medium-Term Notes, subject to, with respect to each particular issuance of Medium-Term Notes, further specific authorization for the issuance by or pursuant to proper action of the Board of Directors, an authorized

committee thereof or appointed thereby or authorized officers (such further authorization, “Authorizing Resolutions”).

As used herein, the term “Applicable Law” means the Delaware General Corporation Law (including statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing) and the laws of the State of New York, all as in effect on the date hereof.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) Factual Matters. To the extent we have reviewed and relied upon certificates of the Company or authorized representatives thereof and certificates and assurances from public officials, all of such certificates and assurances are accurate with regard to factual matters.

(b) Signatures; Authentic and Conforming Documents; Legal Capacity. The signatures of individuals who have signed or will sign the Indentures and the documents required or permitted to be delivered thereunder are genuine and, other than those of individuals signing on behalf of the Company at or before the date hereof, authorized, all documents submitted to us as originals are authentic, complete and accurate, all documents submitted to us as copies conform to authentic original documents, and all individuals who have signed or will sign each Indenture or other documents submitted to us have or will have the legal capacity to execute such document.

(c) Organizational Status; Power and Authority. All parties to the Indentures and the Medium-Term Notes are or will be validly existing and in good standing in their respective jurisdictions of formation and have or will have the capacity and full power and authority to execute, deliver and perform the Indentures, except that no such assumption is made as to the Company as of the date hereof.

(d) Authorization, Execution and Delivery. The Indentures, the Medium-Term Notes and the documents required or permitted to be delivered thereunder have been or will be duly authorized by all necessary corporate, limited liability company, business trust, partnership or other action on the part of the parties thereto and have been or will be duly executed and delivered by such parties, except no such assumption is made as to the Company as of the date hereof.

(e) Documents Binding on Certain Parties. The Indentures and the documents required or permitted to be delivered thereunder are or will be valid and binding obligations enforceable against the parties thereto in accordance with their terms, except no such assumption is made as to the Company.

(f) Noncontravention. Neither the issuance of the Medium-Term Notes by the Company, the execution and delivery of the Indentures and the Medium-Term Notes by any party thereto nor the performance by such party of its obligations thereunder will conflict with or result in a breach of (i) the certificate or articles of incorporation, bylaws, certificate or articles of organization, operating agreement, certificate of limited partnership, partnership agreement, trust agreement or other similar organizational documents of any such party, (ii) any law or regulation of any jurisdiction applicable to any such party, or (iii) any order, writ, injunction or decree of any court or governmental instrumentality or agency applicable to any such party or any agreement or instrument to which any such party may be a party or by which its properties are subject or bound.

(g) Governmental Approvals. All consents, approvals and authorizations of, or filings with, all governmental authorities that are required as a condition to the issuance of the Medium-Term Notes by the Company or to the execution and delivery of the Indentures by the parties thereto or the performance by such parties of their obligations thereunder will have been obtained or made.

(h) Registration. The Registration Statement is effective under the Securities Act and such effectiveness shall not have been terminated or rescinded.

Our Opinions

Based solely upon the foregoing, and in reliance thereon, and subject to the qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that when (i) Authorizing Resolutions with respect to any Medium-Term Notes have been duly adopted, (ii) the terms of such Medium-Term Notes and for their issuance and sale have been established in conformity with the Authorizing Resolutions and the applicable Indenture, (iii) such Medium-Term Notes have been issued and sold as contemplated by the Registration Statement, the Prospectus and any applicable supplement(s) to the Prospectus, (iv) the Company has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting, distribution or similar agreement and (v) either (A) such Medium-Term Notes have been completed, executed, authenticated and delivered, or (B) in the case of Medium-Term Notes represented by a master global note, such master global note has been duly executed by the Company and authenticated by the trustee under the applicable Indenture and such trustee has made an appropriate entry on the applicable schedule to the master global note identifying the notes as supplemental obligations thereunder in accordance with the instructions of the Company, and in each case in accordance with the provisions of the applicable Indenture, such Medium-Term Notes will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Qualifications and Limitations Applicable to Our Opinions

The opinions set forth above are subject to the following qualifications and limitations:

- (a) **Applicable Law.** Our opinions are limited to the Applicable Law, and we do not express any opinion concerning any other law.
- (b) **Bankruptcy.** Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally.
- (c) **Equitable Principles.** Our opinions are subject to the effect of 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.
- (d) **Currency Conversion.** We advise you that, as of the date of this opinion, a judgment for money in an action based on any Medium-Term Note or the Indentures denominated in a currency other than United States dollars in a federal or state court in the United States ordinarily would be rendered or enforced in the United States only in United States dollars. The date and method used to determine the rate of conversion of the foreign currency into United States dollars will depend on various factors, including which court renders the judgment. We express no opinion as to whether a court would award a judgment in a currency other than U.S. dollars or the particular date or rate of exchange that would be used by such court in the entry of a judgment.

Miscellaneous

We hereby consent to be named in the Registration Statement as attorneys who passed upon the legality of the Medium-Term Notes and to the filing of a copy of this opinion as part of the Company's Current Report on Form 8-K to be filed on or about the date hereof for the purpose of including this opinion as part of the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In addition, if a supplement to the Prospectus relating to the offer and sale of any particular Medium-Term Note or Medium-Term Notes is filed by the Company with the Commission on a future date, and the supplement contains a reference to us and our opinion substantially in the form set forth below, we consent to including that opinion as part of the Registration Statement and further consent to the reference to our name in the opinion:

"In the opinion of McGuireWoods LLP, as counsel to Bank of America Corporation (the "Company"), [when the notes offered hereby have been completed and executed by the Company, and authenticated by the trustee] [when the trustee has made an appropriate entry on Schedule 1 to the master global note that represents the notes (the "master note")] identifying the notes offered hereby as supplemental obligations thereunder in accordance with the instructions of the Company], and the notes have been delivered against payment therefor as contemplated in this pricing supplement and the related prospectus and prospectus supplement, all in accordance with the provisions of the indenture governing the notes, such notes will be legal, valid and binding obligations of the Company, subject to the effect of applicable bankruptcy, insolvency (including laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally, and to general principles of equity. This opinion is given as of the date of this pricing supplement and is limited to 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. In addition, this opinion is subject to customary assumptions about the trustee's authorization, execution and delivery of the indenture governing the notes [and due authentication of the master note], the validity, binding nature and enforceability of the indenture governing the notes with respect to the trustee, the legal capacity of individuals, the genuineness of signatures, the authenticity of all documents submitted to McGuireWoods LLP as originals, the conformity to original documents of all documents submitted to McGuireWoods LLP as copies thereof, the authenticity of the originals of such copies and certain factual matters, all as stated in the letter of McGuireWoods LLP dated January 13, 2017, which has been filed as an exhibit to the Company's Current Report on Form 8-K dated January 13, 2017. [This opinion is also subject to the limitations, as stated in such letter, of the enforcement of Medium-Term Notes denominated or payable in a currency other than U.S. dollars.]"

In giving this consent, we do not admit thereby that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ McGuireWoods LLP