

**SUPPLEMENT NO. 1 DATED 2 JULY 2019 TO THE
OFFERING CIRCULAR DATED 16 MAY 2019**

Bank of America Corporation
(a Delaware (U.S.A.) Corporation)

BofA Finance LLC
(a Delaware Limited Liability Company)

Merrill Lynch B.V.
(a Dutch Private Limited Liability Company)

Merrill Lynch International & Co. C.V.
(a Curaçao Limited Partnership)

NOTE, WARRANT AND CERTIFICATE PROGRAMME

Unconditionally and irrevocably guaranteed
(in respect of Notes issued by BofA Finance LLC and Instruments (other than Secured Instruments)
issued by Merrill Lynch B.V. and Merrill Lynch International & Co. C.V.)

by

Bank of America Corporation

This supplement (the "**Supplement**") constitutes a supplement to the offering circular of Bank of America Corporation ("**BAC**"), BofA Finance LLC ("**BofA Finance**"), Merrill Lynch B.V. ("**MLBV**") and Merrill Lynch International & Co. C.V. ("**MLICo.**") dated 16 May 2019 (the "**Offering Circular**"), prepared in connection with the Note, Warrant and Certificate Programme (the "**Programme**") of BAC, BofA Finance, MLBV and MLICo. Terms defined in the Offering Circular have the same meanings when used in this Supplement.

This Supplement is supplemental to, and shall be read in conjunction with, the Offering Circular. To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Offering Circular by this Supplement and (b) any other statement in or incorporated by reference into the Offering Circular, the statements in (a) above will prevail.

Each of BAC, BofA Finance, MLBV and MLICo. accepts responsibility for the information contained in this Supplement and to the best of the knowledge of BAC, BofA Finance, MLBV and MLICo. (each having taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

Copies of this Supplement and the document incorporated by reference will be available for collection as set out in the section entitled "*General Information – Documents Available*" in the Offering Circular (at pages 800-801) and on the Luxembourg Stock Exchange's website at www.bourse.lu.

Incorporation by Reference of BAC 27 June 2019 Form 8-K

The BAC Form 8-K dated 27 June 2019 in respect of a press release relating to (a) the announcement of the plan by BAC's Board of Directors to increase the quarterly dividend paid on shares of BAC's common stock, (b) the authorisation by BAC's Board of Directors of an approximately U.S.\$30.9 billion common stock repurchase program from 1 July 2019 through 30 June 2020, which includes approximately U.S.\$0.9 billion in repurchases to offset shares awarded under equity-based compensation plans during the same period, and (c) the completion by the Board of Governors of the Federal Reserve System of its 2019 Comprehensive Capital Analysis and Review and its notification to BAC that it did not object to BAC's capital plan, which was filed with the U.S. Securities and Exchange Commission on 27 June 2019 (the "**27 June 2019 Form 8-K**"). By virtue of this

Supplement, the sections of the 27 June 2019 Form 8-K referred to below are incorporated by reference into, and form part of, the Offering Circular. The information included in the 27 June 2019 Form 8-K that is not listed below shall not be deemed to be incorporated by reference into, and form part of, this Supplement and is given for information purposes only.

Information Incorporated by Reference

From the 27 June 2019 Form 8-K

Item 8.01. Other Events.

Item 9.01. Financial Statements and Exhibits.

Signatures

Exhibit 99.1. News Release dated 27 June 2019

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Pages 5 to 7**

*These page numbers are references to the PDF pages included in the 27 June 2019 Form 8-K.

Amendments to Annex 3 - ADDITIONAL TERMS AND CONDITIONS FOR LOW EXERCISE PRICE WARRANTS

The following amendments shall be made to the Low Exercise Price Warrant Conditions:

1. LEPW Condition 6(e) shall be amended by deleting the definition of "Relevant Jurisdiction" thereunder in its entirety and replacing it with the following:

“**Relevant Jurisdiction**" means in relation to any Share Linked W&C Instruments where the applicable Final Terms specify that "LEPW Conditions" are applicable, that are linked to a share that is listed and/or traded (or is proposed to be listed and/or traded) on a stock exchange in a jurisdiction, such jurisdiction and if the applicable Final Terms specify "**China Connect Share LEPW Conditions**" to be applicable, for the purposes of sub-paragraph (iii)(b) of the definition of "LEPW Non-compliance Event" and the definition of "Regulatory Order", Relevant Jurisdiction shall also include Hong Kong.”

2. LEPW Condition 14 (*Additional Disruption Events*) shall be amended by deleting the definition of "LEPW Non-compliance Event" thereunder in its entirety and replacing it with the following:

“**LEPW Non-compliance Event**" shall have the meaning given to it in LEPW Condition 6(e), provided that if "ChiNext Share" is specified as applicable in the applicable Final Terms, "**LEPW Non-compliance Event**" shall mean in relation to any W&C Instruments:

- (i) any non-compliance with or breach, violation or contravention by a Holder of any undertakings, obligations and/or provisions of the ChiNext Share Connect Selling Restrictions;
- (ii) any inaccuracy with respect to any representations made or deemed to be made by a Holder under the ChiNext Share Connect Selling Restrictions;
- (iii) (a) any failure by any Holder to provide the Issuer and/or its Affiliates promptly with any information or document (including, without limitation, any "know your client" information relating to the Holder and/or its associates, affiliates or nominees), or any additional information or additional document, or

(b) any failure by any Holder to promptly comply with any request of the Issuer, the Guarantor or any of their respective Affiliates to execute any document, including, without limitation, any request to execute any side letter or representation letter, in each case that the Issuer, the Guarantor or any of their respective Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any governmental or regulatory authorities of the Relevant Jurisdiction from time to time,

in each case, as determined by the Issuer. The definition of "LEPW Non-compliance Event" in LEPW Condition 6(e) shall be deemed to be amended accordingly.”

Amendments to the section entitled Offering and Sale

The following amendments shall be made to the section entitled “OFFERING AND SALE”:

1. The subsection headed “*For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and "Shanghai Stock Exchange" or "Shenzhen Stock Exchange" is specified as the "Exchange" and "China Connect Share LEPW Conditions" are specified as Not Applicable in the applicable Final Terms; or (b) "PRC Selling Restriction" is specified as applicable in the applicable Final Terms:*” under the subsection headed “PEOPLE’S REPUBLIC OF CHINA” (on pages 779 to 780 of the Offering Circular) shall be deleted in its entirety and be replaced with the following:

“For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and "Shanghai Stock Exchange" or "Shenzhen Stock Exchange" is specified as the "Exchange" and "ChiNext Share" is specified as Not Applicable in the applicable Final Terms; or (b) "PRC Selling Restrictions" are specified to be applicable in the applicable Final Terms:

W&C Instruments may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, directly or indirectly, in the PRC (excluding Hong Kong, Macau and Taiwan), or to any Domestic Investor. By purchasing any W&C Instruments, any purchaser is deemed to acknowledge and agree to the foregoing, and to represent and agree that:

- (a) it is not (a) a PRC Citizen resident in the PRC (excluding Hong Kong, Macau and Taiwan), (b) a PRC Citizen resident outside the PRC who is not a permanent resident of another country or permanent resident of Hong Kong, Macau or Taiwan, or (c) a Legal Person Registered in the PRC, (each a “**Domestic Investor**”) and it will not sell, re-sell, assign or otherwise transfer any interest in the W&C Instruments to any Domestic Investor;
- (b) (if the purchaser is a trustee for a trust) interests in the trust are not majority-owned by, and the management decision over the trust is not controlled by, one or more Domestic Investor(s). For the avoidance of doubt, in the case only where a trust's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to control such entity for the purposes of this representation by reason only of it being able to control the decision-making in relation to the entity's financial, investment and/or operating policies;
- (c) to the best of its knowledge and belief after enquiries that it reasonably deems necessary, all amounts paid or to be paid by it in respect of W&C Instruments did not and will not involve moneys financed by or sourced from any Domestic Investor in contravention of the laws and regulations of the PRC; and
- (d) it is purchasing W&C Instruments as principal and not as agent of any person or entity.

“**Legal Person Registered in the PRC**” means an entity incorporated or organised in the PRC (excluding Hong Kong, Macau and Taiwan).

“**PRC Citizen**” means any person holding a resident identification card of the PRC (excluding Hong Kong, Macau and Taiwan).

“**trust**” includes a trust fund or any similar arrangement where the legal title to the trust assets are held by a trustee or legal representative but the beneficial interests in the trust assets are held by beneficiaries; and “trustee” shall be construed accordingly.”

2. The subsection headed “*For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and "ChiNext Share" is specified as applicable in the applicable Final Terms; or (b) "ChiNext Share Connect Selling Restrictions" is specified as applicable in the applicable Final Terms:*” set out under the section headed “PEOPLE’S REPUBLIC OF CHINA” (on page 780 of the Offering Circular) shall be deleted in its entirety and be replaced with the following:

“For Share Linked W&C Instruments in respect of which (a) the LEPW Conditions apply and "ChiNext Share" is specified as applicable in the applicable Final Terms; or (b) "ChiNext Share Connect Selling Restrictions" are specified to be applicable in the applicable Final Terms:

ChiNext Share Connect Selling Restrictions

W&C Instruments may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, directly or indirectly, in the PRC (excluding Hong Kong, Macau and Taiwan), or to any Domestic Investor or to any person who is not an Eligible ChiNext Investor. By purchasing any W&C Instruments, any purchaser is deemed to acknowledge and agree to the foregoing, and to represent and agree that:

- (1) it is not (a) a PRC Citizen resident in the PRC (excluding Hong Kong, Macau and Taiwan), (b) a PRC Citizen resident outside the PRC who is not a permanent resident of another country or permanent resident of Hong Kong, Macau or Taiwan, or (c) a Legal Person Registered in the PRC, (each a "**Domestic Investor**") and it will not sell, re-sell, assign or otherwise transfer any interest in the W&C Instruments to any Domestic Investor;
- (2) (if the purchaser is a trustee for a trust) interests in the trust are not majority-owned by, and the management decision over the trust is not controlled by, one or more Domestic Investor(s). For the avoidance of doubt, in the case only where a trust's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to control such entity for the purposes of this representation by reason only of it being able to control the decision-making in relation to the entity's financial, investment and/or operating policies;
- (3) it is an Eligible ChiNext Investor at the time it purchases the W&C Instruments;
- (4) it is not purchasing the W&C Instruments for the account or benefit of any person or entity who is not an Eligible ChiNext Investor;
- (5) to the best of its knowledge and belief after enquiries that it reasonably deems necessary, all amounts paid or to be paid by it in respect of W&C Instruments did not and will not involve moneys financed by or sourced from any Domestic Investor in contravention of the laws and regulations of the PRC;
- (6) it is purchasing W&C Instruments as principal and not as agent of any person or entity; and
- (7) it shall comply with all applicable laws, rules, regulations (including but without limitation any applicable laws, rules, regulations and guidelines relating to trading of ChiNext Shares through the China Connect Service) to which it may be subject.

"**ChiNext Shares**" means any securities listed on the ChiNext Board of the Shenzhen Stock Exchange which may be traded by Hong Kong and international investors through the China Connect Service at the relevant time.

"**Eligible ChiNext Investor**" means a "professional investor" within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of the "professional investor" in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong or other types of investors that are permitted or approved by the relevant governmental or regulatory authorities, exchanges, clearing systems and/or under applicable laws, rules and regulations to trade ChiNext Shares through the China Connect Service.

"**Legal Person Registered in the PRC**" means an entity incorporated or organised in the PRC (excluding Hong Kong, Macau and Taiwan).

"**PRC Citizen**" means any person holding a resident identification card of the PRC (excluding Hong Kong, Macau and Taiwan).

"**trust**" includes a trust fund or any similar arrangement where the legal title to the trust assets are held by a trustee or legal representative but the beneficial interests in the trust assets are held by beneficiaries; and "trustee" shall be construed accordingly."