SUPPLEMENT NO. 6 DATED 2 DECEMBER 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 "**Original Offering Circular**", and as supplemented on 2 July 2019, 19 July 2019, 1 August 2019, 18 October 2019 and 30 October 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 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*.

1. Additional Risk Factors

The section entitled "Risk Factors" in the Offering Circular shall be supplemented by inserting the following new risk factors after the risk factor entitled "*Regulation and reform of "benchmarks", including LIBOR, EURIBOR and* *other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks"* on pages 52 to 54 of the Offering Circular:

"***If a Benchmark Transition Event and related Benchmark Replacement Date occur with respect to USD LIBOR, and a Benchmark Replacement is substituted for USD LIBOR, the return on and market value for USD LIBOR Notes may be adversely affected.***

The current proposals and potential future reforms of LIBOR (in respect of which, see the risk factor entitled "*Regulation and reform of "benchmarks", including LIBOR, EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks*") may result in the occurrence of a Benchmark Transition Event and related Benchmark Replacement Date.

If the Issuer or the Calculation Agent (after consulting with the Issuer) determines that a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to USD LIBOR, then the Issuer or the Calculation Agent (after consulting with the Issuer) will determine a Benchmark Replacement in accordance with Note Condition 5(C)(b)(iii)(B). After such an event, interest on any Tranche of Floating Rate Notes for which the initial stated Reference Rate is LIBOR for deposits in U.S. dollars ("**USD LIBOR**") of the appropriate tenor ("**USD LIBOR Notes**") will no longer be determined by reference to USD LIBOR, but instead will be determined by the Calculation Agent by reference to the applicable Benchmark Replacement.

The selection of a Benchmark Replacement, and any decisions, determinations or elections made by the Issuer or the Calculation Agent (after consulting with the Issuer) in connection with implementing a Benchmark Replacement with respect to such USD LIBOR Notes in accordance with Note Condition 5(C)(b)(iii)(B)(b), including with respect to Benchmark Replacement Conforming Changes, could adversely affect the Rate of Interest on such USD LIBOR Notes, which could adversely affect the return on, value of and market for such USD LIBOR Notes. Further, there is no assurance that the characteristics of any Benchmark Replacement will be similar to USD LIBOR, or that any Benchmark Replacement will produce the economic equivalent of USD LIBOR as a reference rate for interest on such USD LIBOR Notes.

The Benchmark Replacement is uncertain and may not be a suitable replacement for USD LIBOR.

Note Condition 5(C)(b)(iii)(B) provides for a "waterfall" of alternative rates to be used to determine the Rate of Interest on USD LIBOR Notes if a Benchmark Transition Event and related Benchmark Replacement Date occur and the Interpolated Benchmark cannot be determined. The first alternative rate in the waterfall is Term SOFR, a forward-looking rate which will be based on SOFR. However, Term SOFR does not exist as of the date of this Supplement, and there is no guarantee that Term SOFR will exist prior to a Benchmark Transition Event and related Benchmark Replacement Date. Even if Term SOFR is developed, it is unclear whether it will be a suitable replacement or successor for USD LIBOR. Assuming Term SOFR does not exist at the time of a Benchmark Transition Event and related Benchmark Replacement Date, the second alternative rate in the waterfall is Compounded SOFR. Compounded SOFR is the compounded average of daily SOFR rates that the Issuer expects will be calculated in arrears, while USD LIBOR is a forward-looking rate. However, there is currently no uniform market convention with respect to the calculation of Compounded SOFR. Uncertainty surrounding the establishment of market conventions related to the calculation of Term SOFR and Compounded SOFR and whether either alternative reference rate is a suitable replacement or successor for USD LIBOR may adversely affect the value of and return on USD LIBOR Notes.

The additional alternative rates referenced in the definition of "Benchmark Replacement" set forth in Note Condition 5(C)(b)(iii)(B) are also uncertain. In particular, the ISDA Fallback Rate, which is the rate referenced in the Relevant ISDA Definitions at the time of a Benchmark Transition Event and related Benchmark Replacement Date, has not been established as of the date of this Supplement. Even after the ISDA Fallback Rate is initially determined, the Relevant ISDA Definitions and the ISDA Fallback Rate may change over time. If each alternative rate referenced in the definition of "Benchmark Replacement" is unavailable or indeterminable, the Issuer or the Calculation Agent (after consulting with the Issuer) will determine the Benchmark Replacement that will apply to such USD LIBOR Notes. The substitution of a Benchmark Replacement for USD LIBOR may adversely affect the value of and return on such USD LIBOR Notes.

In addition, Note Condition 5(C)(b)(iii)(B)(b) provides for a Benchmark Replacement Adjustment to be added to the Unadjusted Benchmark Replacement in order to make the Unadjusted Benchmark Replacement more comparable to USD LIBOR. However, such adjustment will not necessarily make the Unadjusted Benchmark Replacement equivalent to USD LIBOR. In particular, the Benchmark Replacement Adjustment may be a one-time adjustment, so such adjustment above the applicable Unadjusted Benchmark Replacement may not respond to changes in unsecured bank credit risk or other market conditions on a periodic basis.

The Rate of Interest on USD LIBOR Notes may be determined by reference to a Benchmark Replacement even if USD LIBOR continues to be published.

If a Benchmark Transition Event and related Benchmark Replacement Date occur with respect to USD LIBOR, the Rate of Interest on USD LIBOR Notes will thereafter be determined by reference to the Benchmark Replacement. A Benchmark Transition Event includes, among other things, a public statement or publication of information by the regulatory supervisor for the administrator of USD LIBOR announcing that USD LIBOR is no longer representative. The Rate of Interest on USD LIBOR Notes may therefore cease to be determined by reference to USD LIBOR, and instead be determined by reference to the Benchmark Replacement, even if USD LIBOR continues to be published. Such rate may be lower than USD LIBOR for so long as USD LIBOR continues to be published, and the value of and return on such USD LIBOR Notes may be adversely affected.

The Issuer or the Calculation Agent (after consulting with the Issuer) will make determinations with respect to USD LIBOR Notes that could affect the value of and return on such USD LIBOR Notes.

The Issuer or the Calculation Agent (after consulting with the Issuer) will make certain determinations with respect to USD LIBOR Notes as further described in Note Condition 5(C)(b)(iii)(B) that may adversely affect the value of and return on such USD LIBOR Notes. In particular, if a Benchmark Transition Event and related Benchmark Replacement Date occur, the Issuer or the Calculation Agent (after consulting with the Issuer) will determine the Benchmark Replacement and the Benchmark Replacement Adjustment and can make Benchmark Replacement Conforming Changes in connection with the implementation of the applicable Benchmark Replacement as described in Note Condition 5(C)(b)(iii)(B)(b). Moreover, certain determinations may require the exercise of discretion and the making of subjective judgments, such as with respect to the Benchmark Replacement or the occurrence or non-occurrence of a Benchmark Transition Event and any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Issuer or the Calculation Agent pursuant to the benchmark transition provisions set forth in Note Condition 5(C)(b)(iii)(B) will, if made by the Issuer, be made in its sole discretion and, if made by the Calculation Agent, be made after consulting with the Issuer and, in each case, will become effective without consent from the holders of the USD LIBOR Notes or any other party. In addition, the Issuer may designate an entity to make any determination, decision or election that the Issuer has the right to make in connection with the benchmark transition provisions set forth in Note Condition 5(C)(b)(iii)(B). The Calculation

Agent or any other designee that the Issuer may appoint in connection with these determinations may be an affiliate of the Issuer or the Guarantor. When performing such functions, potential conflicts of interest may exist between the Issuer, its designee or the Calculation Agent and holders of the USD LIBOR Notes. All determinations by the Issuer, in its sole discretion, or the Calculation Agent, after consulting with the Issuer, will be conclusive for all purposes and binding on the Issuer and holders of the USD LIBOR Notes absent manifest error. In making these potentially subjective determinations, the Issuer, its designee or the Calculation Agent may have economic interests that are adverse to interests of the holders of such USD LIBOR Notes, and such determinations may adversely affect the value of and return on such USD LIBOR Notes.

Because the continuation of a USD Benchmark on the current basis cannot and will not be guaranteed, and because the Benchmark Replacement is uncertain, the Issuer or the Calculation Agent is likely to exercise more discretion in respect of calculating interest payable on such Floating Rate Notes than would be the case in the absence of a Benchmark Transition Event and related Benchmark Replacement Date.

The Issuer or its affiliates may publish research that could affect the market value of USD LIBOR Notes.

The Issuer or one or more of its affiliates may, at present or in the future, publish research reports with respect to movements in interest rates generally, or the USD LIBOR transition or SOFR specifically. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding USD LIBOR Notes. Any of these activities may affect the market value of such USD LIBOR Notes.

Additional Risk Factors Relating to the Secured Overnight Financing Rate

*Pursuant to Note Condition 5(C)(b)(iii)(B), if a Benchmark Transition Event and related Benchmark Replacement Date occur with respect to USD LIBOR and the Issuer or the Calculation Agent (after consulting with the Issuer) cannot determine the Interpolated Benchmark with respect to USD LIBOR, then the Rate of Interest on USD LIBOR Notes will be determined based on SOFR unless a Benchmark Transition Event and related Benchmark Replacement Date also occur with respect to the Benchmark Replacements based on SOFR, in which case the Rate of Interest on such USD LIBOR Notes will be based on the next-available Benchmark Replacement. In the following discussion of risks relating to SOFR, references to "**SOFR Notes**" mean USD LIBOR Notes at any time when the Rate of Interest on such USD LIBOR Notes is or will be determined based on SOFR.*

The composition and characteristics of SOFR are not the same as those of USD LIBOR, and SOFR is not expected to be a comparable replacement for USD LIBOR.

In June 2017, the Federal Reserve Bank of New York's Alternative Reference Rates Committee (the "**ARRC**") announced SOFR as its recommended alternative to USD LIBOR. However, the composition and characteristics of SOFR are not the same as those of USD LIBOR. SOFR is a broad Treasury repurchase agreement financing rate that represents overnight secured funding transactions and is not the economic equivalent of USD LIBOR. While SOFR is a secured rate, USD LIBOR is an unsecured rate. And, while SOFR is currently only an overnight rate, USD LIBOR is a forward-looking rate that represents interbank funding for a specified term.

As a result, there can be no assurance that SOFR will perform in the same way as USD LIBOR would have performed at any time, including, without limitation, as a result of changes in interest and yield rates in the market, bank credit risk, market volatility or global or regional economic, financial, political, regulatory, judicial or other events. For the same reasons, SOFR is not expected to be a comparable replacement for USD LIBOR.

SOFR has a very limited history, and the future performance of SOFR cannot be predicted based on historical performance.

The publication of SOFR began in April 2018, and, therefore, it has a very limited history. In addition, the future performance of SOFR cannot be predicted based on the limited historical performance. Levels of SOFR following the occurrence of a Benchmark Transition Event and related Benchmark Replacement Date may bear little or no relation to the historical actual or historical indicative data. Prior observed patterns, if any, in the behavior of market variables and their relation to SOFR, such as correlations, may change in the future. While some pre-publication historical data have been released by the Federal Reserve Bank of New York (the "**FRBNY**"), such analysis inherently involves assumptions, estimates and approximations. The future performance of SOFR is impossible to predict and therefore no future performance of SOFR may be inferred from any of the historical actual or historical indicative data. Hypothetical or historical performance data are not indicative of, and have no bearing on, the potential performance of SOFR.

SOFR may be more volatile than other benchmark or market rates.

Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates, such as USD LIBOR, during corresponding periods, and SOFR may bear little or no relation to the historical actual or historical indicative data. In addition, although changes in Term SOFR and Compounded SOFR generally are not expected to be as volatile as changes in daily levels of SOFR, the return on and value of SOFR Notes may fluctuate more than floating rate instruments that are linked to less volatile rates.

Any failure of SOFR to gain market acceptance could adversely affect SOFR Notes.

According to the ARRC, SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to USD LIBOR in part because it is considered a good representation of general funding conditions in the overnight U.S. Treasury repurchase agreement market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR a suitable replacement or successor for all of the purposes for which USD LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen market acceptance of SOFR. Any failure of SOFR to gain market acceptance could adversely affect the return on and value of SOFR Notes and the price at which investors can sell such SOFR Notes in the secondary market.

The secondary trading market for SOFR Notes may be limited.

If SOFR does not prove to be widely used as a benchmark in securities, the trading price of SOFR Notes may be lower than those of securities linked to rates that are more widely used. Similarly, market terms for securities that are linked to SOFR, including, but not limited to, the spread reflected in the interest rate provisions, may evolve over time, and as a result, trading prices of SOFR Notes may be lower than those of later-issued securities that are based on SOFR. Investors in such SOFR Notes may not be able to sell those SOFR Notes at all or may not be able to sell those SOFR Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

SOFR may be modified or discontinued.

SOFR is a relatively new rate, and the FRBNY (or a successor), as administrator of SOFR, may make methodological or other changes that could change the value of SOFR, including changes related to the method by which SOFR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on SOFR Notes, which may adversely affect the trading prices of such SOFR Notes. The administrator of SOFR may withdraw, modify, amend, suspend or discontinue the calculation or dissemination of SOFR in its sole discretion and without notice and has no obligation to consider the interests of holders of the SOFR Notes in calculating, withdrawing, modifying, amending, suspending or discontinuing SOFR."

2. Updating of the Terms and Conditions of the Notes

Note Condition 5(C)(b)(iii) (*Interest – Interest on Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, GDR/ADR Linked Interest Notes, FX Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes and Inflation Linked Interest Notes – Rate of Interest – Benchmark Replacement*) shall be amended by:

(a) deleting the words "(iii) *Benchmark Replacement*" and replacing them with the following:

"(iii) *Benchmark Replacement*

(A) *Benchmark Replacement for Benchmarks Other than USD LIBOR"*; and

(b) adding a new Condition 5(C)(b)(iii)(B) after the new Condition 5(C)(b)(iii)(A) (*Benchmark Replacement for Benchmarks Other than USD LIBOR*), as follows:

"(B) *Benchmark Replacement for USD LIBOR*

(a) *Occurrence of a Benchmark Transition Event*

Notwithstanding any other provisions in the Conditions, in respect of any Tranche of USD LIBOR Notes, if the Issuer or the Calculation Agent (after consulting with the Issuer) determines that a Benchmark Transition Event and related Benchmark Replacement Date have occurred with respect to USD LIBOR of the appropriate tenor on or prior to the applicable Interest Determination Date in respect of any determination of USD LIBOR on any date, then the provisions set forth in Condition 5(C)(b)(iii)(B)(b) will thereafter apply to all determinations of the Rate of Interest payable on such USD LIBOR Notes. In accordance with this Condition 5(C)(b)(iii)(B), after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any such Rate of Interest in respect of an Interest Period will be determined by reference to the relevant Benchmark Replacement plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. For the avoidance of doubt, Condition 5(C)(b)(iii)(A) shall not apply with respect to the terms of the Notes for which the initial stated Reference Rate is USD LIBOR.

(b) *Effect of a Benchmark Transition Event and Related Benchmark Replacement Date*

(i) *Benchmark Replacement*. If the Issuer or the Calculation Agent (after consulting with the Issuer) determines that a Benchmark Transition Event and related Benchmark Replacement Date have occurred prior to the applicable Reference Time in respect of any determination of the USD Benchmark on any date, the applicable Benchmark Replacement will replace the then-current USD Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

(ii) *Benchmark Replacement Conforming Changes.* In connection with the implementation of a Benchmark Replacement, the Issuer or the Calculation Agent (after consulting with the Issuer) will have the right to make Benchmark Replacement Conforming Changes from time to time.

(iii) *Decisions and Determinations.* Any determination, decision or election that may be made by the Issuer or the Calculation Agent pursuant to this Condition, including, but not limited to, determinations with respect to Benchmark Replacement Conforming Changes, and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error; if made by the Issuer, will be made in the Issuer's sole discretion; if made by the Calculation Agent, will be made after consulting with the Issuer, and the Calculation Agent will not make any such determination, decision or election to which the Issuer objects; and notwithstanding anything to the contrary in the Conditions, will become effective without the consent from any other party. Any determination, decision or election pursuant to this Condition 5(C)(b)(iii)(B) not made by the Calculation Agent will be made by the Issuer on the basis described above. The Calculation Agent shall have no liability for not making any such determination, decision or election. In addition, the Issuer may designate an entity (which may be an affiliate of the Issuer or the Guarantor) to make any determination, decision or election that the Issuer has the right to make in connection with the benchmark transition provisions set forth in this Condition 5(C)(b)(iii)(B).

For purposes of this Condition 5(C)(b)(iii)(B):

"**Benchmark Replacement**" means, the Interpolated Benchmark with respect to the then current USD Benchmark, plus the Benchmark Replacement Adjustment for such USD Benchmark (if applicable); provided that if the Calculation Agent (after consulting with the Issuer) cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or the Calculation Agent (after consulting with the Issuer) as of the Benchmark Replacement Date:

(A) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

(B) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

(C) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current USD Benchmark for the applicable Corresponding Tenor (if any) and (b) the Benchmark Replacement Adjustment;

(D) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

(E) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or the Calculation Agent (after consulting with the Issuer) as the replacement for the then-current USD Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current USD Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or the Calculation Agent (after consulting with the Issuer) as of the Benchmark Replacement Date:

(A) the spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body or determined by the Issuer or the Calculation Agent (after consulting with the Issuer) in accordance with the method for calculating or determining such spread adjustment that has been selected or recommended by the Relevant Governmental Body, in each case for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent (after consulting with the Issuer) or by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current USD Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, changes to (1) any Interest Determination Date, Interest Payment Date, Specified Interest Payment Dates, other relevant date, Business Day Convention or Interest Period, (2) the manner, timing and frequency of determining the rate and amounts of interest that are payable on the Notes and the conventions relating to such determination and calculations with respect to interest, (3) rounding conventions, (4) tenors and (5) any other terms or provisions of the Notes, in each case that the Issuer or the Calculation Agent (after consulting with the Issuer) determines, from time to time, to be appropriate to reflect the determination and implementation of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or the Calculation Agent (after consulting with the Issuer) decides that implementation of any portion of such market practice is not administratively feasible or determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or the Calculation Agent (after consulting with the Issuer) determines is appropriate).

"**Benchmark Replacement Date**" means, the earliest to occur of the following events with respect to the then-current USD Benchmark:

(A) in the case of clause (A) or (B) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the USD Benchmark permanently or indefinitely ceases to provide the USD Benchmark; or

(B) in the case of clause (C) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current USD Benchmark:

(A) a public statement or publication of information by or on behalf of the administrator of the USD Benchmark announcing that such administrator has ceased or will cease to provide the USD Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the USD Benchmark;

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the USD Benchmark, the central bank for the currency of the USD Benchmark, an insolvency official with jurisdiction over the administrator for the USD Benchmark, a resolution authority with jurisdiction over the administrator for the USD Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the USD Benchmark, which states that the administrator of the USD Benchmark has ceased or will cease to provide the USD Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the USD Benchmark; or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the USD Benchmark announcing that the USD Benchmark is no longer representative.

"**Compounded SOFR**" means the compounded average of daily SOFR rates for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Issuer or the Calculation Agent (after consulting with the Issuer) in accordance with:

(A) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; provided that:

(B) if, and to the extent that, the Issuer or the Calculation Agent (after consulting with the Issuer) determines that Compounded SOFR cannot be determined in accordance with clause (A) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Issuer or the Calculation Agent (after consulting with the Issuer) giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

"**Corresponding Tenor**" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding Business Day adjustment) as the applicable tenor for the then-current USD Benchmark.

"**Federal Reserve Bank of New York's Website**" means the website of the FRBNY at http://www.newyorkfed.org, or any successor source. The foregoing Internet website is an inactive textual reference only, meaning that the information contained on the website is not part of these Conditions and is not incorporated in these Conditions by reference.

"**FRBNY**" means the Federal Reserve Bank of New York.

"**Interpolated Benchmark**" with respect to the USD Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the USD Benchmark for the longest period (for which the USD Benchmark is available) that is shorter than the Corresponding Tenor and (B) the USD Benchmark for the shortest period (for which the USD Benchmark is available) that is longer than the Corresponding Tenor. "USD Benchmark" as used in the foregoing definition means the then-applicable USD Benchmark for the applicable periods specified in the definition without giving effect to the applicable tenor (if any).

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the Relevant ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the USD Benchmark for the applicable tenor.

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the Relevant ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the USD Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"**Reference Time**" with respect to any determination of the USD Benchmark means (A) if the USD Benchmark is USD LIBOR, 11:00 a.m. (London time) on the relevant Interest Determination Date or other relevant date and (B) if the USD Benchmark is not USD LIBOR, the time determined by the Issuer or the Calculation Agent (after consulting with the Issuer) in accordance with the Benchmark Replacement Conforming Changes.

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"**Relevant ISDA Definitions**" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"**SOFR**" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"**Term SOFR**" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"**USD Benchmark"** means, initially, USD LIBOR of the appropriate tenor, provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to USD LIBOR of such tenor or the then-current USD Benchmark, then "USD Benchmark" means the applicable Benchmark Replacement.

"**USD LIBOR**" means LIBOR for deposits in U.S. dollars.

"**USD LIBOR Notes**" means any Tranche of Floating Rate Notes for which the initial stated Reference Rate is USD LIBOR."

3. Additional Information About SOFR

As further described in this Supplement, the Rate of Interest on Floating Rate Notes linked to USD LIBOR will, in the circumstances described in this Supplement, be determined by reference to either Term SOFR or Compounded SOFR.

In general, the following discussion relating to SOFR is based on information available on the Federal Reserve Bank of New York's Website. SOFR is published by FRBNY and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. FRBNY reports that SOFR includes all trades in the Broad General Collateral Rate, plus bilateral Treasury repurchase agreement ("**repo**") transactions cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "**FICC**"), a subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). SOFR is filtered by FRBNY to remove a portion of the foregoing transactions considered to be "specials."

According to FRBNY, "specials" are repos for specific-issue collateral which take place at cash lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

FRBNY reports that SOFR is calculated as a volume-weighted median of transaction level tri-party repo data collected from The Bank of New York Mellon, which currently acts as the clearing bank for the tri-party repo market, as well as General Collateral Finance Repo transaction data and data on bilateral U.S. Treasury repo transactions cleared through the FICC's delivery-versus-payment service. FRBNY notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC.

If data for a given market segment were unavailable for any day, then the most recently available data for that segment would be utilized, with the rates on each transaction from that day adjusted to account for any change in the level of market rates in that segment over the intervening period. SOFR would be calculated from this adjusted prior day's data for segments where current data were unavailable, and unadjusted data for any segments where data were available. To determine the change in the level of market rates over the intervening period for the missing market segment, the New York Federal Reserve would use information collected through a daily survey conducted by its trading desk of primary dealers' repo borrowing activity. Such daily survey would include information reported by BofA Securities, Inc., a wholly owned subsidiary of BAC, as a primary dealer.

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