

BANK OF AMERICA CORP /DE/
Form 424B5
July 27, 2016
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**Filed Pursuant to Rule 424(b)(5)
Registration No. 333-202354**

Pricing Supplement No. 191

(To Prospectus dated May 1, 2015 and
Prospectus Supplement dated January 20, 2016)

July 26, 2016

A\$200,000,000

Medium-Term Notes, Series L

A\$200,000,000 3.300% Senior Notes, due August 2021

This pricing supplement describes our senior notes that will be issued in one or more series under our Medium-Term Notes Program, Series L.

The notes mature on August 5, 2021. We will pay interest on the notes for each semi-annual interest period at a rate of 3.300% per annum.

We may redeem the notes, in whole but not in part, at any time at our option, if we become obligated to pay additional amounts 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 thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations. See Specific Terms of the Notes Payment of Additional Amounts and Redemption for Tax Reasons on page PS-6 and Description of Debt Securities Payment of Additional Amounts and Redemption for Tax Reasons in the attached prospectus. In addition, we will have the option to redeem some or all of the notes, at any time and from time to time, on or after August 6, 2017, at the applicable make-whole redemption price described under Specific Terms of the Notes Optional Redemption on page PS-4.

The notes are unsecured and rank equally with all of our other unsecured and senior indebtedness outstanding from time to time. We do not intend to list the notes on any securities exchange.

Investing in the notes involves risks. For an explanation of some of these risks, see Risk Factors beginning on page S-5 of the attached prospectus supplement, and Risk Factors beginning on page 9 of the attached prospectus.

We are not authorized under the Banking Act 1959 of the Commonwealth of Australia (the **Australian Banking Act**) to carry on banking business and are not subject to prudential supervision by the Australian Prudential Regulation Authority. The notes are not Deposit Liabilities under the Australian Banking Act. We are the holding corporation of Bank of America, N.A.

None of the U.S. Securities and Exchange Commission, any U.S. state securities commission, and any other regulatory body has approved or disapproved of these notes or passed upon the adequacy or accuracy of this pricing supplement, the attached prospectus supplement, or the attached prospectus. Any representation to the contrary is a criminal offense.

	<u>Per Note</u>	<u>Total</u>
Public Offering Price	99.790%	A\$ 199,580,000
Selling Agents Commission	0.350%	A\$ 700,000
Proceeds (before expenses)	99.440%	A\$ 198,880,000

We expect to deliver the notes in book-entry only form through the facilities of Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) on or about August 5, 2016.

Joint Lead Managers

BofA Merrill Lynch

ANZ

nabSecurities, LLC

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The following description of the specific terms of the notes supplements, and should be read together with, the description of our Medium-Term Notes, Series L included in the attached prospectus supplement dated January 20, 2016, and the general description of our debt securities included in "Description of Debt Securities" in the attached prospectus dated May 1, 2015. If there is any inconsistency between the information in this pricing supplement and the attached prospectus supplement or the attached prospectus, you should rely on the information in this pricing supplement. Capitalized terms used, but not defined, in this pricing supplement have the same meanings as are given to them in the attached prospectus supplement or in the attached prospectus.

Terms of the Notes

Title of the Series:	3.300% Senior Notes, due August 2021
Aggregate Principal Amount Initially Being Issued:	A\$200,000,000
Issue Date:	August 5, 2016
ISIN:	XS1461849447
Common Code:	146184944
Maturity Date:	August 5, 2021
Minimum Denominations:	A\$10,000 and multiples of A\$10,000 in excess of A\$10,000 (subject to a minimum consideration in Australia of A\$500,000)
Currency of Payments:	We will pay principal, interest and other amounts payable (if any) in Australian Dollars unless Australian Dollars are unavailable due to the imposition of exchange controls or other circumstances beyond our control. See "Unavailability of Australian Dollars" on page PS-6.
Ranking:	Senior
Day Count Fraction:	Actual/Actual, which means the actual number of days in the relevant period divided by 365, or in the case of an Interest Payment Date falling in a leap year, 366
Interest Rate:	3.300%
Interest Periods:	Semi-annual
Interest Payment Dates:	February 5 and August 5 of each year, commencing February 5, 2017, subject to the following unadjusted business day convention.
Record Dates for Interest Payments:	For book-entry only notes, seven Business Days prior to the applicable Interest Payment Date. If the notes are not held in book-entry only form, the record dates will be the fifteenth day of the calendar month immediately preceding the calendar month in which the Interest Payment Date is originally scheduled to occur, whether or not that date is a Business Day.
Business Day:	A day that is any weekday that is not a legal holiday in New York, London or Sydney, and is not a day on which banking institutions in those cities are authorized or required by law or regulation to be closed.

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Optional Redemption:	We will have the option to redeem some or all of the notes, on or after August 6, 2017, at the applicable make-whole redemption price, as described under Optional Redemption beginning on page PS-4.
Repayment at Option of Holder:	None
Additional Amounts:	We will, subject to certain exceptions and limitations, pay additional amounts on the notes to holders who are non-U.S. persons (as defined in the attached prospectus under Description of the Notes Payment of Additional Amounts) in respect of any required withholding or deduction for any present or future tax, assessment or other governmental charge imposed by any taxing authority in the United States, as will result in receipt by holders of notes that are non-U.S. persons of such amounts as they would have received had no such withholding or deduction been required. See Payment of Additional Amounts on page PS-5 and Description of the Notes Payment of Additional Amounts in the attached prospectus.
Redemption for Tax Reasons:	We may redeem the notes, in whole but not in part, in the event of certain changes in the tax laws of the United States (or any taxing authority in the United States) that would require us to pay additional amounts as described under Payment of Additional Amounts on page PS-5 and Description of the Notes Payment of Additional Amounts in the attached prospectus. This redemption would be at 100% of the principal amount of the notes to be redeemed (plus any accrued interest and additional amounts then payable with respect to the notes to, but not including, the redemption date). See Redemption for Tax Reasons on page PS-6 and Description of the Notes Redemption for Tax Reasons in the attached prospectus.
Trustee, U.S. Paying Agent and Security Registrar:	The Bank of New York Mellon Trust Company, N.A.
London Paying Agent and Transfer Agent:	The Bank of New York Mellon, London Branch
Listing:	None
Selling Agents and Conflicts of Interest:	As set forth beginning on page PS-7.
Further Issuances:	We have the ability to reopen, or increase after the Issue Date, the aggregate principal amount of the notes initially being issued without notice to the holders of existing notes by selling additional notes having the same terms, provided that such additional notes shall be fungible for U.S. federal income tax purposes. However, any new notes of this kind may have a different offering price and may begin to bear interest on a different date.

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Form of the Notes:

The notes will be issued in book-entry form and will be represented by a global note, in fully registered form, deposited with The Bank of New York Mellon, London Branch, or any successor thereto, as the common depository for Euroclear and Clearstream, Luxembourg. Beneficial interests in the notes will be shown on, and transfers will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg and their participants, and these beneficial interests may not be exchanged for certificated notes, except in limited circumstances, as described under the heading Supplemental Information Concerning Form, Exchange, Registration and Transfer of Notes beginning on page PS-6

Governing Law:

New York

Optional Redemption

We may redeem the notes at our option, in whole at any time or in part from time to time, on or after August 6, 2017, upon at least 10 Business Days but not more than 60 calendar days prior written notice as described in the attached prospectus, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the notes to be redeemed; or

(ii) as determined by the quotation agent described below, the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed, not including interest accrued to, but excluding, the redemption date, discounted to the redemption date on a semi-annual basis (assuming a 365-day year) at the Australian Treasury Bond Rate plus 30 basis points,

plus, in either case of (i) or (ii) above, accrued and unpaid interest on the principal amount of the notes being redeemed to, but excluding, the redemption date.

Notwithstanding the foregoing, any interest on the notes being redeemed that is due and payable on an Interest Payment Date falling on or prior to a redemption date for such notes will be payable on such Interest Payment Date to holders of such notes being redeemed as of the close of business on the relevant Record Date according to the terms of such notes and the Senior Indenture.

Australian Treasury Bond Rate will be determined by the quotation agent and means, with respect to any redemption date,

(a) the rate per annum equal to the equivalent yield to maturity as of such date of the Comparable Australian Treasury Bond, assuming a price for the Comparable Australian Treasury Bond (expressed as a percentage of its principal amount) equal to the Comparable Australian Treasury Bond Price for such redemption date, where:

(i) **Comparable Australian Treasury Bond** means the Australian Commonwealth Government Treasury security selected by a Reference Australian Treasury Bond Dealer as having a fixed maturity most nearly equal to the period from such redemption

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date to the Maturity Date, and that would be utilized at the time of selection and in accordance with customary financial practice in pricing new issues of Australian Dollar-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the notes and of a comparable maturity most nearly equal to the remaining maturity of the notes; provided, however, that, if the period from such redemption date to the Maturity Date is less than one year, a fixed maturity of one year shall be used;

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- (ii) **Comparable Australian Treasury Bond Price** means, with respect to any redemption date, the average of all Reference Australian Treasury Bond Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference Australian Treasury Bond Dealer Quotations, or if fewer than four such Reference Australian Treasury Bond Dealer Quotations are obtained, the average of all such quotations;
 - (iii) **Reference Australian Treasury Bond Dealer** means any authorized bond dealer appointed by us in good faith;
 - (iv) **Reference Australian Treasury Bond Dealer Quotations** means, with respect to each Reference Australian Treasury Bond Dealer and any redemption date, the average, as determined by the quotation agent, of the bid and offered prices for the Comparable Australian Treasury Bond (expressed in each case as a percentage of its principal amount) quoted in writing to the quotation agent by such Reference Australian Treasury Bond Dealer at 3:30 p.m. (Sydney time), on the third business day in Sydney preceding the redemption date; or
- (b) if the rate cannot be determined in accordance with paragraph (a) above, the rate (expressed as a yield to maturity) published by the Reserve Bank of Australia at or about 5:00 p.m. (Sydney time) on that day as the average of the buy and sell rates transacted on that day by authorized bond dealers for the series of Australian Commonwealth Government Treasury Bonds with a remaining term to maturity closest to the period from such redemption date to the Maturity Date of the notes.

Quotation agent means Merrill Lynch (Australia) Futures Limited, or its successor, or, if that firm is unwilling or unable to perform as described above, an investment bank of national standing appointed by us.

Unless we default on payment of the applicable redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date. If fewer than all of the notes are to be redeemed, for so long as such notes are in book-entry only form, the notes to be redeemed will be selected in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg.

Because Merrill Lynch (Australia) Futures Limited is our affiliate, the economic interests of Merrill Lynch (Australia) Futures Limited may be adverse to your interests as a holder of the notes subject to our redemption, including with respect to certain determinations and judgments it must make as quotation agent in the event that we redeem the notes before their maturity. Merrill Lynch (Australia) Futures Limited is obligated to carry out its duties and functions as quotation agent in good faith.

Payment of Additional Amounts

Subject to the exceptions and limitations set forth in the attached prospectus under **Description of Debt Securities Payment of Additional Amounts**, we will pay to the beneficial owner of the notes that is a non-U.S. person additional amounts to ensure that every net payment on the notes 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 the notes means a payment by us 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 the notes. For this purpose, U.S. withholding tax means a withholding tax of the United States, other than a territory or possession.

Except as specifically set out in **Description of Debt Securities Payment of Additional Amounts** in the attached prospectus, we will not be required to make any payment of any tax, assessment, or other governmental charge imposed by any government, political subdivision, or taxing

authority of that government.

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Redemption for Tax Reasons

We may redeem the notes, in whole but not in part, at any time before maturity, after giving not less than 30 nor more than 60 calendar days notice to the trustee under the Senior Indenture and to the holders of the notes, if we have or will become obligated to pay additional amounts, as described above and under **Description of Debt Securities Payment of Additional Amounts** in the attached prospectus, 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 hereof.

In connection with any notice of redemption for tax reasons, we will deliver to the trustee under the Senior Indenture any required certificate, request or order.

Any notes redeemed for tax reasons will be redeemed at 100% of their principal amount together with interest accrued up to, but excluding, the redemption date.

Unavailability of Australian Dollars

In the event that Australian Dollars have been replaced by another currency (a **Replacement Currency**), any amount due on the notes may be paid, at our option, 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 Australian Dollars 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.

If we determine that a payment hereon cannot be made in Australian Dollars or any Replacement Currency, due to the imposition of exchange controls or other circumstances beyond our control, or Australian Dollars or any Replacement Currency are unavailable because that currency is no longer used by the Australian government 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 U.S. dollar amount of any such payment shall be the amount of Australian Dollars or Replacement Currency otherwise payable converted into U.S. dollars using the most recently available market exchange rate for Australian Dollars or such Replacement Currency. The **market exchange rate** for a specified currency means the noon buying rate in The City of New York for cable transfers of the specified currency as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

Any payment on the notes so made in a Replacement Currency or in U.S. dollars will not constitute an event of default with respect to the notes.

Supplemental Information Concerning Form, Exchange, Registration and Transfer of Notes

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The notes will be issued in the form of a global note, in fully registered form. The global note will be deposited with The Bank of New York Mellon, London Branch, or any successor thereto, as the common depository (**Common Depository**) and registered in the name of The Bank of New York Depository (Nominees) Limited, as nominee of the Common Depository. Beneficial interests in the global note will be shown on, and transfer thereof and other transactions with respect thereto will be effected only through, records maintained by the Common Depository, its nominee or Euroclear or Clearstream, Luxembourg and the respective participants of Euroclear and Clearstream, Luxembourg, in accordance with rules and procedures established by Euroclear and Clearstream, Luxembourg (including requirements for the payment of principal and interest). So long as the notes are represented by a global registered note, we will recognize The Bank of New York Depository (Nominees) Limited, as the nominee of The Bank of New York Mellon, London Branch, as the registered owner of the notes for all purposes as set forth in the Senior Indenture.

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The Bank of New York Mellon, London Branch (the **London Paying Agent**) will act as paying agent and transfer agent for the notes pursuant to a paying agency and transfer agency agreement dated as of May 18, 2016 between us, the trustee and the London Paying Agent. Copies of this agreement are available for inspection during usual business hours at the principal office of the London Paying Agent.

The notes may be exchanged in whole, but not in part, for certificated notes in definitive form only under the circumstances described in the Senior Indenture and (a) if we are notified that Euroclear and/or Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) after the original issuance of the notes or has announced an intention to cease business permanently or has in fact done so and no alternative clearance system approved by the noteholders is available; or (b) we, in our sole discretion, elect to issue definitive registered notes; or (c) after the occurrence of an event of default with respect to the global note, beneficial owners representing a majority in principal amount of the notes represented by the global note advise Euroclear and/or Clearstream, Luxembourg through their respective participants to cease acting as a depository for the notes. Certificated notes will be issued in minimum denominations only and will be issued in registered form only, without coupons.

Neither we nor the trustee or any paying agent will have any direct responsibility or liability to pay amounts due with respect to the global note to any beneficial owners in the global note. Any redemption or other notices with respect to the notes will be sent by us or the London Paying Agent directly to Euroclear or Clearstream, Luxembourg, which will, in turn, inform the direct participants (or the indirect participants), which will then contact the beneficial holders, all in accordance with the rules of Euroclear or Clearstream, Luxembourg, as the case may be, and the internal procedures of the direct participant (or the indirect participant) through which any beneficial interest in the notes is held. Euroclear and Clearstream, Luxembourg will credit payments to the cash accounts of Euroclear participants or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures, to the extent received by the Common Depository. Euroclear and Clearstream, Luxembourg have established their procedures in order to facilitate transfers of the notes among participants of Euroclear and Clearstream, Luxembourg. However, they are under no obligation to perform or continue to perform those procedures, and they may discontinue or change those procedures at any time.

Supplemental Information Concerning the Plan of Distribution and Conflicts of Interest

On July 26, 2016, we entered into an agreement with the selling agents identified below for the purchase and sale of the notes. We have agreed to sell to each of the selling agents, and each of the selling agents has agreed to purchase from us, the principal amount of the notes shown opposite its name in the table below at the public offering price set forth above.

<u>Selling Agent</u>	<u>Principal Amount</u>
Merrill Lynch (Australia) Futures Limited	A\$ 100,000,000
Australia and New Zealand Banking Group	A\$ 50,000,000
nabSecurities, LLC	A\$ 50,000,000
Total	A\$ 200,000,000

The selling agents may sell the notes to certain dealers at the public offering price, less a concession which will not exceed 0.200% of the principal amount of the notes, and the selling agents and those dealers may resell the notes to other dealers at a reallowance discount which will not exceed 0.150% of the principal amount of the notes.

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After the initial offering of the notes, the concessions and reallowance discounts for the notes may change.

We estimate that the total offering expenses for the notes, excluding the selling agents' commissions, will be approximately \$94,300.

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Merrill Lynch (Australia) Futures Limited is our wholly-owned subsidiary, and we will receive the net proceeds of the offering. Merrill Lynch (Australia) Futures Limited will make any offers and sales in Australia. Merrill Lynch, Pierce, Fenner & Smith Incorporated will make any offers and sales in the United States.

Australia and New Zealand Banking Group Limited will not effect any offers or sales of the notes in the United States unless it is through one or more U.S. registered broker-dealers as permitted by the regulations of the Financial Industry Regulatory Authority, Inc.

Some of the selling agents and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the selling agents and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the selling agents or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such selling agents and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The selling agents and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

We expect that delivery of the notes will be made against payment on or about August 5, 2016, which is the seventh Business Day following the date of this pricing supplement. Under Rule 15c6-1 of the U.S. Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in three Business Days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on the date of this pricing supplement or the next succeeding three Business Days will be required, by virtue of the fact that the notes initially will settle in T+7, to specify an alternative settlement cycle at the time of the trade to prevent a failed settlement and should consult their own advisor in connection with that election.

Selling Restrictions

Australia. No prospectus or other disclosure document (as defined in the Corporations Act 2001 (Cth) of Australia (the **Corporations Act**) in relation to the program or any notes has been, or will be, lodged with the Australian Securities and Investments Commission (**ASIC**) or the Australian Securities Exchange operated by ASX Limited (**ASX**). Each selling agent has represented and agreed that in connection with the distribution of the notes, it:

- (a) must not make any offer or invitation in Australia or which is received in Australia in relation to the issue, sale or purchase of any notes unless the offeree or invitee is required to pay at least A\$500,000 for the notes or its foreign currency equivalent (in either case disregarding amounts, if any, lent by us or any other person offering the notes or its associates (within the meaning of those expressions in Part 6D.2 of the Corporations Act, or it is otherwise an offer or invitation in respect of which, by virtue of section 708 of the Corporations Act, no disclosure is required to be made under Part 6D.2 of the Corporations Act and provided that in any case the offeree or invitee is not a retail client (within the meaning of section 761G or section 761GA of the Corporations Act); and

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- (b) has not circulated or issued and must not circulate or issue this pricing supplement, the accompanying prospectus supplement or the accompanying prospectus or any disclosure document relating to the notes in Australia or which is received in Australia which requires lodging under Division 5 of Part 6D.2 or under Part 7.7 of the Corporations Act or would otherwise require any document to be lodged with ASIC or the ASX or any other regulatory authority in Australia.

We are not authorized under the Australian Banking Act to carry on banking business and are not subject to prudential supervision by the Australian Prudential Regulation Authority. The notes are not Deposit Liabilities under the Australian Banking Act.

Validity of the Notes

In the opinion of McGuireWoods LLP, as counsel to Bank of America Corporation (**BAC**), when the notes offered hereby have been completed and executed by BAC, and authenticated by the trustee, and the notes have been delivered against payment therefor as contemplated in this pricing supplement and the attached 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 BAC, 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 hereof 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). In addition, this opinion is subject to customary assumptions about the trustee's authorization, execution and delivery of the indenture governing the notes, the validity, binding nature and enforceability of the indenture governing the notes with respect to the trustee, the legal capacity of natural persons, 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 February 27, 2015, which has been filed as an exhibit to BAC's Registration Statement relating to the notes filed with the Securities and Exchange Commission on February 27, 2015.

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Medium-Term Notes, Series L

We may offer from time to time our Bank of America Corporation Medium-Term Notes, Series L. The specific terms of any notes that we offer will be determined before each sale and will be described in a separate product supplement, index supplement and/or pricing supplement (each, a supplement). Terms may include:

Priority: senior or subordinated

Interest rate: notes may bear interest at fixed or floating rates, or may not bear any interest

Base floating rates of interest:

i funds rate

i LIBOR

i EURIBOR

i prime rate

i treasury rate

i any other rate we specify

Maturity: three months or more

Indexed notes: principal, premium (if any), interest payments, or other amounts payable (if any) linked, either directly or indirectly, to the price or performance of one or more market measures, including securities, currencies or composite currencies, commodities, interest rates, stock or commodity indices, exchange traded funds, currency indices, consumer price indices, inflation indices, or any combination of the above

Payments: U.S. dollars or any other currency that we specify in the applicable supplement

We may sell notes to the selling agents as principal for resale at varying or fixed offering prices or through the selling agents as agents using their best efforts on our behalf. We also may sell the notes directly to investors.

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We may use this prospectus supplement and the accompanying prospectus in the initial sale of any notes. In addition, Merrill Lynch, Pierce, Fenner & Smith Incorporated, or any of our other affiliates, may use this prospectus supplement and the accompanying prospectus in a market-making transaction in any notes after their initial sale. Unless we or one of our selling agents informs you otherwise in the confirmation of sale, this prospectus supplement and the accompanying prospectus are being used in a market-making transaction.

Unless otherwise specified in the applicable supplement, we do not intend to list the notes on any securities exchange.

Investing in the notes involves risks. See Risk Factors beginning on page S-5.

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

None of the Securities and Exchange Commission, any state securities commission, or any other regulatory body has approved or disapproved of these notes or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

BofA Merrill Lynch

Prospectus Supplement to Prospectus dated May 1, 2015

January 20, 2016

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