

**ATTENTION: INSURED SAVINGS ACCOUNT<sup>SM</sup> ("ISA<sup>®</sup>") PROGRAM PARTICIPANTS****Review and Retain**

Enclosed please find an updated Fact Sheet for the Insured Savings Account<sup>SM</sup> (ISA<sup>®</sup>) program. This disclosure has been streamlined in order to best communicate important information about the ISA program to our clients. You do not need to take any action in response to receiving this disclosure. If you have any questions, please contact your financial advisor.

# Insured Savings Account<sup>SM</sup> (ISA<sup>®</sup>) Program

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**This fact sheet contains important information regarding the ISA Program. Please keep it for future reference.**

## Introduction

The Insured Savings Account<sup>SM</sup> (ISA<sup>®</sup> Program) offers money market deposit accounts (MMDAs), each opened on your behalf by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), at one or more banks and savings associations (Depository Institutions), including Depository Institutions affiliated with MLPF&S and its parent company, Bank of America Corporation (BoFA Corp.), whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), up to applicable limits.

This fact sheet outlines the terms and conditions of the ISA Program. MLPF&S may change the terms and conditions of the ISA Program at any time in its sole discretion.

## Eligibility

To participate in the ISA Program, you must first have established one of the eligible accounts available at MLPF&S or a Trust Management Account (TMA) at U.S. Trust (all eligible account types referred to herein as your "Account"). MLPF&S offers the ISA Program as an additional money account/additional money facility (Additional Money Account) into which deposits may be made and in certain account types, as a primary sweep vehicle/primary money facility (Primary Money Account). To determine your eligibility for the ISA Program and whether there are any restrictions, contact your financial advisor.

## How the ISA Program works

When you select the ISA Program as either your Primary Money Account or Additional Money Account, MLPF&S will provide you with a list of the names and priority order of the Depository Institutions participating in the ISA Program for your ISA region (Priority List). Your ISA region is determined by the geographic location of the MLPF&S office serving your Account. You should review your Priority List carefully.

You may not change the order of Depository Institutions on your Priority List. However, you may at any time exclude any Depository Institution(s) on your Priority List from receiving your deposits. This will result in your funds being deposited into an MMDA at the next available Depository Institution on your Priority List.

## Deposit procedures

### ISA Program as Primary Money Account

If you select the ISA Program as your Primary Money Account, free credit balances of \$1 or more are automatically deposited into an MMDA, established by MLPF&S acting as your agent, at the first Depository Institution on your Priority List. The funds will be deposited into the MMDA on the next business day after funds are credited to your Account.

Once your deposits at the first Depository Institution on your Priority List reach \$246,000 (\$492,000 for joint accounts), free credit balances in your Account will be deposited automatically into an MMDA at the second Depository Institution on your Priority List up to \$246,000 (\$492,000 for joint accounts), and so on at each subsequent Depository Institution on your Priority List, until your deposits at all Depository Institutions on your Priority List reach \$246,000 (\$492,000 for joint accounts).

If, as a result of interest credited to your MMDA at a Depository Institution, your deposits at that Depository Institution exceed \$248,000 (\$496,000 for joint accounts), deposits in excess of \$246,000 (\$492,000 for joint accounts) will be withdrawn from that Depository Institution and transferred to the next available Depository Institution on your Priority List until the amount on deposit at that Depository Institution reaches \$248,000 (\$496,000 for joint accounts), and so on at each subsequent Depository Institution, until your deposits at all Depository Institutions on your Priority List reach \$248,000 (\$496,000 for joint accounts).

If you have selected the ISA Program as your Primary Money Account and your deposits exceed \$246,000 (\$492,000 for joint accounts) or \$248,000 (\$496,000 for joint accounts) as a result of accrued interest at each of the available Depository Institutions, the excess will be invested/deposited in the Additional Money Account you have selected.

If your deposits exceed \$246,000 (\$492,000 for joint accounts) or \$248,000 (\$496,000 for joint accounts) as a result of accrued interest at each of the available Depository Institutions and you have not selected an Additional Money Account, the excess funds will be invested in the BIF Money Fund (BBIF Money Fund for WCMA<sup>®</sup> accounts). However, if you have an ICMA account and you are a non-U.S. citizen who does not reside in the U.S., or if you are an entity incorporated outside the U.S., the excess will be deposited into the International Bank Variable Rate Deposit Facility.<sup>1</sup>

Non-resident clients and entities incorporated outside the U.S. may be subject to certain restrictions for Additional Money Account purchases. Your financial advisor will discuss the options available to you.

<sup>1</sup> Jurisdictional restrictions apply. Account holders who, according to our records, are or could be residents for tax purposes in the U.S., are unable to participate in the International Bank Variable Rate Deposit Facility. Your financial advisor will determine if you are eligible and will discuss alternative options available to you. Deposits in the International Bank Variable Rate Deposit Facility are placed with Merrill Lynch Bank and Trust Company (Cayman) Limited ("MLBTC"), a Merrill Lynch affiliated bank incorporated in the Cayman Islands. Deposits held at MLBTC are not deposits within the meaning of the Federal Deposit Insurance Act [12 U.S.C. 1813(l)]; are not insured or guaranteed by the U.S. government, the FDIC or any other government agency; and are not covered by any other deposit protection program.

### **ISA Program as Additional Money Account**

If you select the ISA Program as an Additional Money Account, you may direct a deposit of funds from your Account through the ISA Program by calling your financial advisor. Deposits may be made only in whole dollar amounts of \$1,000 or more.

Your financial advisor will make directed deposits through the ISA Program into an MMDA established by MLPF&S, acting as your agent, at the first Depository Institution on your Priority List. Once your deposits at the first Depository Institution on your Priority List reach \$246,000, additional directed deposits will be made into an MMDA at the second Depository Institution on your Priority List, up to \$246,000, and so on at each subsequent Depository Institution, until your deposits at all Depository Institutions on your Priority List reach \$246,000 (\$492,000 for joint accounts).

If, as a result of interest credited to your MMDA at a Depository Institution, your deposits at that Depository Institution exceed \$248,000 (\$496,000 for joint accounts), deposits in excess of \$246,000 (\$492,000 for joint accounts) will be withdrawn from that Depository Institution and transferred to the next available Depository Institution on your Priority List until the amount on deposit at that Depository Institution reaches \$248,000 (\$496,000 for joint accounts), and so on at each subsequent Depository Institution, until your deposits at all Depository Institutions on your Priority List reach \$248,000 (\$496,000 for joint accounts).

If your deposits reach \$246,000 (\$492,000 for joint accounts) or \$248,000 (\$496,000 for joint accounts) as a result of accrued interest at all of the available Depository Institutions on your Priority List, additional funds will be invested/deposited through your Primary Money Account.

You may not change the order of the Depository Institutions on your Priority List. However, you may establish specific MMDAs at any one or more of the participating Depository Institutions of your choice by contacting your financial advisor. If your deposits at your selected Depository Institution(s) exceed \$246,000 (\$492,000 for joint accounts), your funds will be deposited into an MMDA beginning with the first available Depository Institution on your Priority List.

### **Changes to your Priority List**

Although funds will generally be deposited into Depository Institutions in the order set forth on your Priority List, on any day a Depository Institution may be temporarily unable to accept your funds. In such event, your funds will be deposited at the next Depository Institution on your Priority List. Once the Depository Institution that could not accept funds is again available, your new funds will be deposited at that Depository Institution in the order set forth on your Priority List. MLPF&S may not be able to provide you with advance notice of a Depository Institution's temporary unavailability.

From time to time, MLPF&S may remove one or more of the Depository Institutions from your Priority List, add a new Depository Institution, replace a Depository Institution with a new Depository Institution not previously included on your Priority List, or change the sequence of the Depository Institutions on your Priority List. In general, MLPF&S will provide you with advance notification of any addition of a Depository Institution to your Priority List or a change in the sequence of your Priority List, and you will have the opportunity to designate a Depository Institution as ineligible to receive your funds before any of your funds are deposited into a new Depository Institution. Notification may be by means of a letter, a statement enclosure, a notice on your monthly statement or a new Priority List. You may obtain your Priority List by calling your financial advisor or by accessing it online at MyMerrill.com®.

Under certain circumstances, such as if a Depository Institution is no longer able to accept deposits for regulatory or other reasons, MLPF&S may be unable to provide advance notice of changes in the sequence of Depository Institutions on your Priority List. In such cases, MLPF&S will provide you notice as soon as practicable.

In the event that the sequence of Depository Institutions on your Priority List has changed, your funds on deposit will not be reallocated based on the new sequence, but future deposits will be made according to the new sequence.

If a Depository Institution at which you have an MMDA ceases to participate in the ISA Program, MLPF&S will notify you, and your funds will be transferred to a new Depository Institution, if applicable, or the next Depository Institution on your Priority List.

If your Priority List changes at the same time that a Depository Institution ceases to participate in the ISA Program, you will receive an updated Priority List, and your deposits will be withdrawn from the exiting bank and redeposited into Depository Institutions in the priority set forth on the updated Priority List for your ISA region. When deposits at a Depository Institution reach the deposit limit, deposits in excess of the deposit limit will flow to the next Depository Institution on the updated Priority List.

### **Participation of MLPF&S Affiliated Banks**

Two wholly owned BofA Corp. affiliated banks, Bank of America, N.A. (BANA), and Bank of America California, N.A. (BA-CA), participate as Depository Institutions in the ISA Program. (These BofA Corp.-owned banks are collectively referred to as the MLPF&S Affiliated Banks.)

BANA and BA-CA are included on the Priority List for every ISA region (although not necessarily in the same position in each region). See your Priority List, available through your financial advisor or online at MyMerrill.com, for the order of participating Depository Institutions in your ISA region.

The MLPF&S Affiliated Banks also participate in other deposit programs, such as the Merrill Lynch Bank Deposit Program. Accordingly, there is a possibility that you could have uninsured

deposits at BANA or BA-CA, through the Merrill Lynch Bank Deposit Program or other bank deposit programs, alone or in conjunction with balances in MMDAs at BANA or BA-CA established through the ISA Program.

If you would like to exclude one or both of the MLPF&S Affiliated Banks from receiving your deposits, you may do so by contacting your financial advisor.

**For purposes of monitoring FDIC insurance coverage limits, you are responsible for monitoring the total amount of deposits that you hold at each Depository Institution (including the MLPF&S Affiliated Banks).**

### **Withdrawals and withdrawal limits**

#### ***ISA Program as Primary Money Account***

If the ISA Program is your Primary Money Account, MLPF&S, as your agent, will make withdrawals necessary to satisfy debit balances in your Account, including amounts owing in your Visa® card/check account, if applicable, first from the MMDA(s) established at each Depository Institution through the ISA Program.

Withdrawals from MMDAs established through the ISA Program will be made in reverse order, beginning with the last Depository Institution on your Priority List in which you have deposits, and then in reverse order as necessary to satisfy debit balances, until all ISA Program funds are exhausted. Additional withdrawals from your Additional Money Accounts will be made thereafter, as necessary, to satisfy debit balances.

#### ***ISA Program as Additional Money Account***

If the ISA Program is an Additional Money Account, MLPF&S will make withdrawals necessary to satisfy debit balances in your Account or amounts owing in your Visa card/check account, first from your Primary Money Account, as set forth in the Disclosures and Account Agreement applicable to your account. Additional withdrawals from your Additional Money Accounts will be made thereafter, as necessary, to satisfy debit balances, including the ISA Program.

Withdrawals from MMDAs established through the ISA Program will be made in reverse order, beginning with the last Depository Institution on your Priority List in which you have deposits, and then in reverse order as necessary to satisfy debit balances, until all ISA Program funds are exhausted.

#### ***Withdrawal limits***

**As required by federal regulations, each Depository Institution reserves the right to require seven (7) days' prior notice before permitting a withdrawal from an MMDA established through the ISA Program. While the Depository Institutions have not exercised this right in the past and have indicated that they currently have no intention of doing so, pursuant to their reservation of rights they may elect to do so in the future.**

Certain withdrawals from your Account, such as transactions related to your Visa card/check account, if applicable, may be subject to a limit of six (6) withdrawals per month.

### **Program account monitoring**

Though not obligated to do so, MLPF&S reviews the balances in your MMDAs established through the ISA Program, as well as the principal and accrued interest with respect to any certificates of deposit (CDs), held at the same Depository Institution in the same account. In the event that your MMDA balance, or your MMDA balance plus the principal and accrued interest with respect to any CDs held at the same Depository Institution in the same account, exceeds \$248,000 (\$496,000 for joint accounts), funds in excess of \$246,000 (\$492,000 for joint accounts) will generally be withdrawn from the MMDA and transferred to the next available Depository Institution on your Priority List.

**MLPF&S does not monitor the amount of your deposits that are held outside your Account, including deposits held directly at a Depository Institution (including the MLPF&S Affiliated Banks), through another account at MLPF&S or through another intermediary. It is important, therefore, for you to monitor the amount of your total deposits at each Depository Institution so that you know the extent of FDIC insurance available to you for those deposits. MLPF&S is not responsible for any insured or uninsured portion of ISA Program deposits, CDs or any other deposits.**

**Although MLPF&S reviews the balances in your MMDAs established through the ISA Program in addition to CDs that you hold at the same Depository Institution in the same account, you should not rely on MLPF&S to monitor the total amount of your deposits at each Depository Institution. You are responsible for monitoring the total amount of deposits that you hold at each Depository Institution (including the MLPF&S Affiliated Banks).**

### **Interest**

MMDAs established through the ISA Program will receive the same interest rate regardless of the Depository Institutions at which the MMDAs are established. This rate will be determined each week, on the basis of prevailing market conditions, at a level at which MLPF&S is willing to have MMDAs offered to its customers.

To learn the current or new interest rate, contact your financial advisor. You may also visit MyMerrill.com (see the "Deposit Account & Money Fund Rates" link at the bottom of the page).

The interest rates paid with respect to the MMDAs established through the ISA Program may be higher or lower than the interest rates available to depositors making deposits directly with the Depository Institutions for comparable accounts. Of course, you should compare the terms, interest rates, required minimum amounts, charges and other features of the MMDAs established through the ISA Program with other accounts and alternative investments.

Interest will accrue on MMDA balances from the day funds are deposited at a Depository Institution up to but excluding the day of withdrawal. Interest will be compounded daily and credited on the last day of each month.

### **Customer statements and information**

All ISA Program activity will appear in chronological order on your monthly MLPF&S statement. The statement will show the total of your opening and closing MMDA balances, along with your balance at each Depository Institution. The statement will also show the interest rate and interest earned for the period.

You may obtain information about your Account, including the name(s) of the Depository Institution(s) in which your funds are currently deposited, balances, the current interest rate, and the names and priority of the other Depository Institutions at which MMDAs are currently available, by calling your financial advisor.

### **Relationship with MLPF&S and its affiliates**

MLPF&S is acting as your agent and messenger in establishing your MMDAs at the Depository Institutions and depositing your funds therein. The MMDAs established by MLPF&S on your behalf are evidenced by book entries on the account records of MLPF&S. No evidence of ownership, such as a passbook or certificate, will be issued to you, nor will the Depository Institutions be given your name unless required by law, regulation or court order.

All transactions with respect to the MMDAs established through the ISA Program are effected through MLPF&S as your agent, and not directly between you and any Depository Institution. Checks clear through the Visa card/check account component of your Account and are not drawn directly against the MMDAs established for you at Depository Institutions through the ISA Program. Checks are provided to you by MLPF&S and not by participating Depository Institutions.

Deposits at a Depository Institution are obligations of that Depository Institution only and are not guaranteed by MLPF&S, BofA Corp. or any of their other affiliates. Deposits at the MLPF&S Affiliated Banks are not obligations of MLPF&S or BofA Corp. You may obtain publicly available financial information relating to the Depository Institutions on the FDIC website at [fdic.gov](http://fdic.gov). MLPF&S does not guarantee the accuracy of such publicly available information, nor does MLPF&S guarantee the financial condition of the Depository Institutions, and neither MLPF&S nor BofA Corp. is a Depository Institution.

MLPF&S may, in its sole discretion and without notice, terminate your use of the ISA Program. Similarly, you may terminate your participation in the ISA Program at any time by notifying your financial advisor. In either case, you may

request to establish a direct relationship with each Depository Institution, subject to its rules with respect to maintaining such an account, by requesting to have your MMDA established in your name. This will result in a severing of the MMDA(s) from your Account. The MMDAs established through the ISA Program are not transferable.

In addition, you may at any time instruct MLPF&S to withdraw your funds from a Depository Institution, close your MMDA with the Depository Institution and designate the Depository Institution as ineligible to receive future deposits. Unless you direct MLPF&S otherwise, your funds from a closed MMDA will be deposited in an MMDA at the next available Depository Institution on your Priority List. If you would like to exclude one or more particular Depository Institution(s) from receiving your deposits or close an MMDA at a particular Depository Institution, please contact your financial advisor to effect this change.

### **Financial benefits to Bank of America Corporation, MLPF&S and their affiliates**

MLPF&S is a registered broker-dealer and investment adviser and a wholly owned subsidiary of BofA Corp., and the MLPF&S Affiliated Banks are also wholly owned subsidiaries of BofA Corp. Deposits made at the MLPF&S Affiliated Banks through the ISA Program will be used by the MLPF&S Affiliated Banks to fund current and new lending, investment and/or other business activities. Like other Depository Institutions, the profitability of each of the MLPF&S Affiliated Banks is determined in large part by the difference between the interest paid and other costs incurred in connection with its deposit accounts and the interest or other income earned on loans, investments and other assets. The borrowing costs required to fund the current and future business activities of the MLPF&S Affiliated Banks may be reduced by the use of deposits made through the ISA Program. In addition, it is expected that the deposits will provide a stable source of funding to the MLPF&S Affiliated Banks, enabling them to engage in or fund activities currently engaged in by MLPF&S' affiliates and to develop and fund additional products and services.

MLPF&S will receive a fee directly from each Depository Institution of no more than 2% annually of the average daily deposit balance held by the Depository Institution in MMDAs established at the Depository Institution through the ISA Program. The amount of the fee varies from time to time and from Depository Institution to Depository Institution, and MLPF&S may waive all or part of this fee. Other than the regular annual financial service fee applicable to your Account, there will be no charge, fee or commission imposed with respect to your participation in the ISA Program.

### **SIPC coverage**

The Securities Investor Protection Corporation (SIPC) does not protect balances in MMDAs established through the ISA Program. MMDA balances are, however, eligible for protection by the FDIC as discussed below.

### **Deposit insurance**

The MMDAs established at each Depository Institution through the ISA Program are insured by the FDIC up to a maximum of \$250,000 (including principal and accrued interest) when aggregated with all other deposits held by the depositor in the same insurable capacity (for example, individual, joint, corporate)<sup>2</sup> at the same Depository Institution.

As set forth above, through the ISA Program, you will be able to have on deposit up to, but not more than, \$248,000 (\$496,000 for joint accounts) at each Depository Institution. This amount is less than the \$250,000 (\$500,000 for joint accounts) FDIC insurance limit for deposits held in the same insurable capacity. When deposits exceed \$248,000 (\$496,000 for joint accounts) at a Depository Institution, amounts over \$246,000 (\$492,000 for joint accounts) will be automatically withdrawn from that Depository Institution and transferred to an MMDA established at the next available Depository Institution on your Priority List.

Generally, any accounts or deposits, including CDs you may maintain directly with a particular Depository Institution or through any other intermediary in the same insurable capacity as you maintain your MMDA through the ISA Program, will be aggregated with your MMDA deposits for purposes of the applicable FDIC insurance limits at each Depository Institution.

Your FDIC insurance protection takes effect as soon as a Depository Institution receives your deposits. MLPF&S will not be obligated to you for insured amounts or amounts not covered by insurance, and will not be obligated to pay you deposit insurance proceeds in advance of payment to MLPF&S by the FDIC.

Please note that the discussions of FDIC insurance in this fact sheet are subject in their entirety to rules, regulations and interpretations of the FDIC and to any changes in FDIC insurance coverage, or the FDIC rules, regulations or interpretations that may become effective during your participation in the ISA Program.

<sup>2</sup> Certain trust and retirement accounts may have additional requirements. Please contact the FDIC or visit [fdic.gov](http://fdic.gov) for more information.

### **Payments under adverse circumstances**

In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant Depository Institution, as prescribed by law and applicable regulations.

There is no specific time period during which the FDIC must make insurance payments available, although the FDIC attempts to do so as soon as practicable. Nevertheless, you should be prepared for the possibility of an indeterminate delay in obtaining insurance payments.

### **Merger or consolidation of Depository Institutions**

Since FDIC coverage is based on funds on deposit at any one Depository Institution, coverage can change if two or more Depository Institutions at which you have deposits in the same insurable capacity merge or consolidate. In this case, deposits made through the ISA Program at the acquired Depository Institution would continue to be separately insured from deposits made through the ISA Program at the acquirer Depository Institution for six (6) months from the date that the merger takes effect. Thereafter, any deposits assumed by the surviving Depository Institution will be aggregated with existing deposits at the surviving Depository Institution for purposes of FDIC insurance. In the event of a merger or consolidation of two Depository Institutions participating in the ISA Program, MLPF&S will notify you of the merger or consolidation. Following the merger or consolidation, MLPF&S will transfer your deposits at the non-surviving Depository Institution to the first available Depository Institution on your Priority List.

### **Questions about FDIC insurance coverage**

If you have questions about FDIC insurance coverage, you may obtain information by contacting the FDIC by letter at the Division of Depositor and Consumer Protection, 550 17th Street, N.W., Washington, D.C. 20429; by phone at 877.275.3342 or 800.925.4618 (TDD); or by visiting the FDIC website at [fdic.gov](http://fdic.gov).

### **For further information**

Please contact your financial advisor or call **800.MERRILL** (800.637.7455) if you have any questions about the ISA Program. Deaf and hard-of-hearing clients may call our TTY (Teletypewriter) number: 866.ML7.DEAF (866.657.3323). You may access the most current ISA fact sheet online by logging in to your account at **MyMerrill.com**.

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Merrill Lynch Wealth Management makes available products and services offered by MLPF&S and other subsidiaries of Bank of America Corporation ("BoFA Corp.").

Trust and fiduciary services are provided by U.S. Trust, a division of Bank of America, N.A., Member FDIC and a wholly owned subsidiary of BoFA Corp.

Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiaries of BoFA Corp.

ISA is an FDIC-insured deposit product offered through MLPF&S comprising linked money market deposit accounts at participating depository institutions, which include wholly owned BoFA Corp. banks and non-Bank of America owned banks.

Please note, however, that investment products, including securities, sold through MLPF&S:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
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