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## Union Bank, N.A.

### Market-Linked Certificates of Deposit, due July 30, 2018 (MLCD No. 290)

#### Fixed to Floating Return Linked to 3-Month USD LIBOR

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Set forth below are the terms and conditions of the above specified Union Bank, N.A. (the "Bank") Fixed to Floating Rate Market-Linked Certificates of Deposit (the "MLCDs"). You should carefully review this Disclosure Supplement (the "Supplement"), as well as the attached Disclosure Statement, before deciding if an investment in an MLCD is appropriate for you. In the event of any inconsistency between the Disclosure Statement and the Supplement, the terms of this Supplement will control. In general, the MLCDs are designed for investors who are prepared to hold the MLCDs until the Maturity Date and seek return of principal along with an interest rate, which will be based on 3-Month USD LIBOR, after an initial Fixed Interest Period, and may be subject to a Maximum Interest Rate (as defined below). All capitalized terms used but not defined herein have the meanings set forth in the Disclosure Statement.

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#### MLCD Description

Each MLCD is a certificate of deposit that offers a potential rate of return which will initially be equal to the Fixed Interest Rate (as defined below) during the Fixed Interest Period. After the Fixed Interest Period, the rate of return will equal the Floating Interest Rate (as defined below). The rate of return is therefore not the same as a conventional fixed coupon product.

- **Return Potential:** The interest rate to the depositor in the initial two-year Fixed Interest Period is equal to the Fixed Interest Rate. Thereafter, during the Floating Interest Period, the rate of return is equal to the Floating Interest Rate, which may be subject to a Maximum Interest Rate (as defined below).
- **Return of Principal:** At maturity, you will receive repayment of your Deposit Amount, and the final Interest payment. Investors who redeem all or a portion of their MLCD early may lose a portion of their Deposit Amount.
- **FDIC Insurance:** The MLCDs are deposit obligations of the Bank and are therefore eligible for FDIC coverage up to applicable limits set by federal law and regulation. The FDIC insures all deposits maintained by a depositor in the same ownership capacity (e.g., individual or joint) at the same insured depository institution up to an aggregate amount of \$250,000. Further, with respect to the MLCDs, the FDIC insurance covers only the Deposit Amount and any accrued but unpaid interest and does not include any secondary market premium. You are responsible for determining and monitoring the FDIC insurance coverage limit available to you in purchasing any MLCD. The Bank has no obligation to monitor the FDIC insurance coverage that is available to you.
- **IRA Eligible:** MLCDs are eligible investments for individual retirement accounts ("IRAs").

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#### Risks and Considerations

Purchasing an MLCD involves a number of risks, including risks not typically associated with conventional fixed-rate or floating-rate certificates of deposit or debt instruments. The Bank recommends that prospective investors carefully consider, together with their financial, legal, accounting, tax and other advisors, those risks in determining the suitability of an MLCD in light of their financial circumstances. Please refer to the accompanying Disclosure Statement for a more detailed discussion of these risks which include, but are not limited to:

- You are not guaranteed the return of the Deposit Amount if your MLCD is not held to maturity. In addition, if you choose to exercise the Early Redemption feature, you are not guaranteed the return of the Deposit Amount.
- If you hold more in deposits with the Bank than applicable FDIC insurance limits (including the MLCDs you purchase), you will not receive the benefit of FDIC insurance for any balance in excess of that amount. In this instance, the return of principal is subject to the credit risk of the Bank.
- Neither the Bank nor any Offering Broker is required to, nor does the Bank or any of its affiliates intend to, make a secondary market in the MLCDs. There is no assurance that a secondary market will develop. Funds needed prior to maturity should not be invested in MLCDs.
- The MLCDs may yield a return that is less than that of a traditional certificate of deposit or debt instrument of a comparable maturity.
- See "United States Federal Income Tax Considerations" herein and in the Disclosure Statement for a discussion of certain U.S. federal income tax consequences of the purchase, ownership and disposition of the MLCDs.
- The amount of interest payable on your MLCD during the Floating Rate Period is based on 3-Month USD LIBOR. As such, in the future, you may receive an effective rate representing a lower amount of interest than you might have earned had you invested in a different product. 3-Month USD LIBOR will be affected by a number of factors and is subject to volatility due to a variety of factors affecting interest rates generally. See "Additional Risk Factor" in this Supplement.
- We do not have control over factors that may affect interest rates, including but not limited to, economic, financial and political events that are important in determining the level of 3-Month USD LIBOR.

The MLCDs are made available through UnionBanc Investment Services, LLC ("UBIS"), a subsidiary of the Bank, and/or other Offering Brokers. The MLCDs are time deposit obligations of the Bank, a national banking association, and are not obligations of UnionBanCal Corporation, the Offering Brokers, or any other company affiliated with the Bank. None of UnionBanCal Corporation, UBIS or any other affiliate of the Bank guarantees the financial condition of the Bank.

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**Key Terms**

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Issuer .....	Union Bank, N.A.
Currency .....	USD
Minimum Deposit Amount.....	\$1,000 principal amount (except that each Offering Broker may, in its discretion, impose a higher minimum deposit amount with respect to the MLCD sales to its customers) and multiples of \$1,000 principal amount in excess of such amount.
Pricing Date .....	The date on which the MLCDs are priced. The Bank expects to price the MLCDs on July 26, 2013. If the Bank prices the MLCDs on a different day, you will be notified of the changes in the final Supplement.
Issue Date (Settlement Date).....	July 30, 2013.
Maturity Date .....	July 30, 2018.
Payment at Maturity .....	The Deposit Amount plus any accrued and unpaid interest.
Interest Period .....	The period beginning on and including the Issue Date of the MLCDs and ending on but excluding the first Interest Payment Date, and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date (or the Maturity Date, in the case of the final interest period).
Interest Payment Dates .....	Interest on the MLCDs will be payable quarterly in arrears on the 30th day of any January, April, July and October of each year, commencing on October 30, 2013 to and including the Maturity Date. If any Interest Payment Date falls on a day that is not a Business Day, the Interest Payment Date shall be postponed to the next Business Day, with no extra payment on account of the delay.
Interest Reset Date .....	For any interest period during the Floating Interest Period, the Interest Payment Date commencing that interest period.
Interest.....	With respect to each interest period, for each \$1,000 deposit, the interest payment will be calculated as follows:  $\$1,000 \times \text{interest rate} \times \text{Day Count Fraction}$
Interest Rate .....	With respect to the initial Fixed Interest Period, a rate equal to the Fixed Interest Rate, and with respect to the Floating Interest Period, a rate equal to the Floating Interest Rate.
Fixed Interest Period.....	July 30, 2013 through but excluding July 30, 2015
Fixed Interest Rate .....	1.75% per annum
Floating Interest Period.....	July 30, 2015 through but excluding the Maturity Date
Floating Interest Rate .....	A per annum rate equal to 3-Month USD LIBOR plus 0.25%, as determined on each applicable Interest Determination Date, provided that such rate will not be less than the Minimum Interest Rate or greater than the Maximum Interest Rate.
Minimum Interest Rate.....	0.25% per annum (corresponding to an APY of 0.25%)
Maximum Interest Rate.....	4.50% per annum (corresponding to an APY of 4.50%)
Day Count Fraction.....	Actual number of calendar days in the applicable Interest Period / 365
Interest Determination Date.....	Two London Business Days immediately preceding the applicable Interest Reset Date.
London Business Days .....	Any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and deposits in U.S. dollars) in London.

3-Month USD LIBOR .....	<p>The London Interbank Offered Rate (British Banker's Association) for deposits in U.S. dollars for a period of three months that appears on Reuters page LIBOR01, as of 11:00 am London time, on the applicable Interest Determination Date.</p> <ul style="list-style-type: none"> <li>• If 3-Month USD LIBOR does not appear on Reuters page LIBOR01 on such Interest Determination Date, 3-Month USD LIBOR shall be determined by the Calculation Agent based on the rates at which deposits in U.S. dollars are offered by four major banks in the London interbank market ("Reference Banks") at 11:00 a.m., London time, on that Interest Determination Date to prime banks in the London interbank market for a period of three months commencing on the related Interest Reset Date and in a Representative Amount (defined below). The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, 3-Month USD LIBOR on that Interest Determination Date will be the arithmetic mean of the quotations.</li> <li>• If fewer than two quotations are provided as requested, 3-Month USD LIBOR for the related Interest Reset Date will be the arithmetic mean of the rates quoted by major banks in New York city, selected by the Calculation Agent, at approximately 11:00 a.m., New York city time, on such Interest Reset Date for loans in U.S. dollars to leading European banks for a period of three months commencing on such Interest Reset Date and in a Representative Amount.</li> <li>• If the banks so selected by the Calculation Agent are not quoting as described in the previous sentence, then 3-Month USD LIBOR for that Interest Determination Date will remain 3-Month USD LIBOR for the immediately preceding Floating Interest Period; provided, however, if 3-Month USD LIBOR cannot be determined as described above for the first interest period in the Floating Interest Period, then the Calculation Agent will determine 3-Month USD LIBOR in its sole discretion.</li> </ul> <p>"Representative Amount" means an amount that is representative for a single transaction in the relevant market at the relevant time.</p> <p>"Reuters page LIBOR01" means the display on Thomson Reuters page LIBOR01, or any replacement page or pages on that service or any successor service, for the purpose of displaying the London interbank rates of major banks for U.S. dollars.</p>
LIBOR Discontinuance .....	<p>If the Calculation Agent determines, in its sole discretion, that LIBOR has been discontinued or the method of calculation has changed materially, then the Calculation Agent may either (1) determine LIBOR as described in the three indented subparagraphs under "3-Month USD LIBOR" or (2) choose a successor Investment Benchmark as described in the Disclosure Statement under "General Description of the MLCDs — Discontinuance or Modification of an Investment Benchmark Other Than an ETF."</p>
Annual Percentage Yield (APY) .....	<p>During the Floating Interest Period, the payment of interest is based on 3-Month USD LIBOR and therefore the APY may change. During the Fixed Interest Period, the interest rate is 1.75% (1.75% APY). The Bank uses the "daily balance method" to calculate interest on the MLCD. The method applies a daily periodic rate to the Deposit Amount each day. APYs assume that the MLCDs were purchased in the original offering and are calculated on the basis of a 365-day year.</p>
Call Feature .....	<p>None</p>
Early Redemption Dates .....	<p>The 15th of each March, June, September, and December, beginning <b>June 15, 2014</b>. The amount you receive upon an early redemption (the "Early Redemption Amount") is described in the section of the Disclosure Statement entitled "General Description of the MLCDs - Early Redemption and Early Redemption Penalty." Upon an Early Redemption, the amount that you may receive for your MLCD may be less than if held to maturity and will be impacted by the factors described under "Risk Factors – The Price at Which You May Sell the MLCDs Prior to Maturity May Be Substantially Less Than Your Deposit</p>

Amount” and “Fees and Hedging” in the Disclosure Statement.

Survivor’s Option .....	Upon the death or adjudication of incompetence of the beneficial owner of the MLCD prior to the Maturity Date, the estate will be entitled to the return of the full Deposit Amount plus accrued and unpaid interest. The estate will not be entitled to additional payments associated with any secondary market premiums that may have been paid.
Survivor’s Option Payment Dates.....	The 10 <sup>th</sup> of each month, beginning September 10, 2013.
Calculation Agent.....	Union Bank, N.A.
CUSIP.....	90521ANH7
Placement Fee.....	The MLCDs will be distributed through Participating Brokers. Participating Brokers will receive a Placement Fee from the Bank of up to 1.00% of the aggregate Deposit Amount of the MLCDs sold.

You should carefully consider the risk factor set forth below as well as the risk factors discussed under “Risk Factors” in the Disclosure Statement and the other information contained in this Supplement and the accompanying Disclosure Statement.

**Changes in banks’ inter-bank lending rate reporting practices or the method used to determine LIBOR rates may adversely affect the value of the MLCDs.**

In the past, LIBOR rates have experienced significant fluctuations. Historical levels, fluctuations and trends in LIBOR rates are not necessarily indicative of future levels. Any historical upward or downward trend in LIBOR rates is not an indication that these rates are more or less likely to increase or decrease at any time during any interest period, and no assurances can be given that the historical levels of LIBOR rates as an indication of their future performance.

Moreover, the under-reporting of daily LIBOR rates that has recently been reported may have resulted in rates that were different than they would otherwise have been. Any planned or future changes by the British Bankers’ Association (the “BBA”) in the method by which LIBOR rates are determined to address these concerns may result in a sudden or prolonged increase or decrease in the reported LIBOR rates. If that were to occur, the amount of interest payments and the value of the MLCDs may be adversely affected. In addition, any loss in investor confidence in LIBOR rates that results from these developments may have an adverse effect on the value of MLCDs.

Following a review of LIBOR conducted at the request of the U.K. Government, on September 28, 2012, Martin Wheatley (then Managing Director of the former U.K. Financial Services Authority (the “FSA”) and current Chief Executive of the U.K. Financial Conduct Authority (the “FCA”), which replaced the FSA on April 1, 2013) published recommendations for reforming the setting and governing of LIBOR (the “Wheatley Review”). The Wheatley Review made a number of recommendations for changes with respect to LIBOR, including the introduction of statutory regulation of LIBOR, the transfer of responsibility for LIBOR from the BBA to an independent administrator, changes to the method of compilation of lending rates, new regulatory oversight and enforcement mechanisms for rate-setting and reduction in the number of currencies and tenors for which LIBOR is published. Based on the Wheatley Review and on a subsequent FSA consultation paper and public consultation process, in March 2013, the FSA published final rules for the FCA’s regulation and supervision of LIBOR (the “FCA Rules”). In particular, the FCA Rules include requirements that (1) an independent LIBOR administrator monitor and survey LIBOR submissions to identify breaches of practice standards and/or potentially manipulative behavior and (2) firms submitting data to LIBOR establish and maintain a clear conflicts of interest policy and appropriate systems and controls. The FCA Rules took effect on April 2, 2013.

At this time, it is not possible to predict the effects of the FCA Rules and any changes in the methods under which LIBOR is determined as a result thereof, or any other reforms to LIBOR that may be enacted in the U.K. and elsewhere. The FCA Rules and any further changes or reforms to the determination or supervision of LIBOR may result in a sudden or prolonged increase or decrease in reported LIBOR, which could have an adverse impact on the trading market for LIBOR-based instruments or the value of the MLCDs and the payments on the MLCDs. In the event that LIBOR is discontinued or the method of calculation is materially changed, the Calculation Agent, in its sole discretion, may either determine LIBOR or choose a successor Investment Benchmark. See “Key Terms — LIBOR Discontinuance.”

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## Illustrative Examples

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*The following examples are provided for illustration purposes only and are hypothetical. They are not representative of every possible scenario concerning possible changes to 3-Month USD LIBOR. The Bank cannot predict the interest rate during the Floating Interest Period. The assumptions the Bank has made in connection with the illustrations set forth below may not reflect actual events, and the hypothetical Floating Interest Rates used in the scenarios below may not be the actual interest rates that will apply to this MLCD. You should not take these examples as an indication or assurance of the expected performance of the MLCDs.*

*The following examples indicate how the interest rate would be calculated and paid with respect to a hypothetical \$1,000 Deposit Amount in the MLCDs. These examples assume that there is no early redemption, that the MLCDs are held to maturity, and the following:*

*Fixed Interest Rate* ..... 1.75% per annum

*Floating Interest Rate* ..... A rate per annum equal to 3-Month USD LIBOR plus 0.25%, as determined on each applicable Interest Determination Date, provided that such rate will not be less than the Minimum Interest Rate or greater than the Maximum Interest Rate.

*Minimum Interest Rate* ..... 0.25% per annum (corresponding to an APY of 0.25%)

*Maximum Interest Rate* ..... 4.50% per annum (corresponding to an APY of 4.50%)

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## Sample Scenarios

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### Hypothetical Interest Rate for the Floating Interest Period

<u>Scenario #</u>	<u>Hypothetical 3M Libor</u>		<u>Spread</u>		<u>Hypothetical Interest Rate</u>	<u>Hypothetical Days in Quarter</u>
1	0.00%	+	0.25%	=	0.25%	90
2	0.10%	+	0.25%	=	0.35%	89
3	1.00%	+	0.25%	=	1.25%	89
4	2.00%	+	0.25%	=	2.25%	92
5	5.00%	+	0.25%	=	4.50%	91

### Hypothetical Examples of Interest Rate Calculations

As shown in the Hypothetical Interest Rate table above, the interest rate will be determined as the sum of the 3 month USD Libor rate and 0.25%. The interest rate is capped at the Maximum Interest Rate of 4.50% and floored at the Minimum Interest Rate of 0.25%.

**Hypothetical Scenario 1: 3 Month USD Libor Rate at 0.00%.** The Libor Rate of 0% plus 0.25% results in an annual Interest Rate of 0.25%. Given that the hypothetical days in Scenario 1, referenced in the above table, is 90 days, the quarterly interest payment per \$1,000 principal amount is calculated as follows:

$$\$1,000 \times 0.25\% \times (90/365 \text{ days}) = \$0.61$$

**Hypothetical Scenario 3: 3 Month USD Libor Rate at 1.00%.** The Libor Rate of 1.00% plus 0.25% results in an annual Interest Rate of 1.25%. Given that the hypothetical days in Scenario 3, referenced in the above table, is 89 days, the quarterly interest payment per \$1,000 principal amount is calculated as follows:

$$\$1,000 \times 1.25\% \times (89/365 \text{ days}) = \$3.05$$

**Hypothetical Scenario 5: 3 Month USD Libor Rate at 5.00%.** Since the Libor Rate of 5.00% plus 0.25% is greater than the Maximum Interest Rate of 4.50%, the Maximum Interest Rate will apply. Given that the hypothetical days in Scenario 5, referenced in the above table, is 91 days, the quarterly interest payment per \$1,000 principal amount is calculated as follows:

$$\$1,000 \times 4.50\% \times (91/365 \text{ days}) = \$11.22$$

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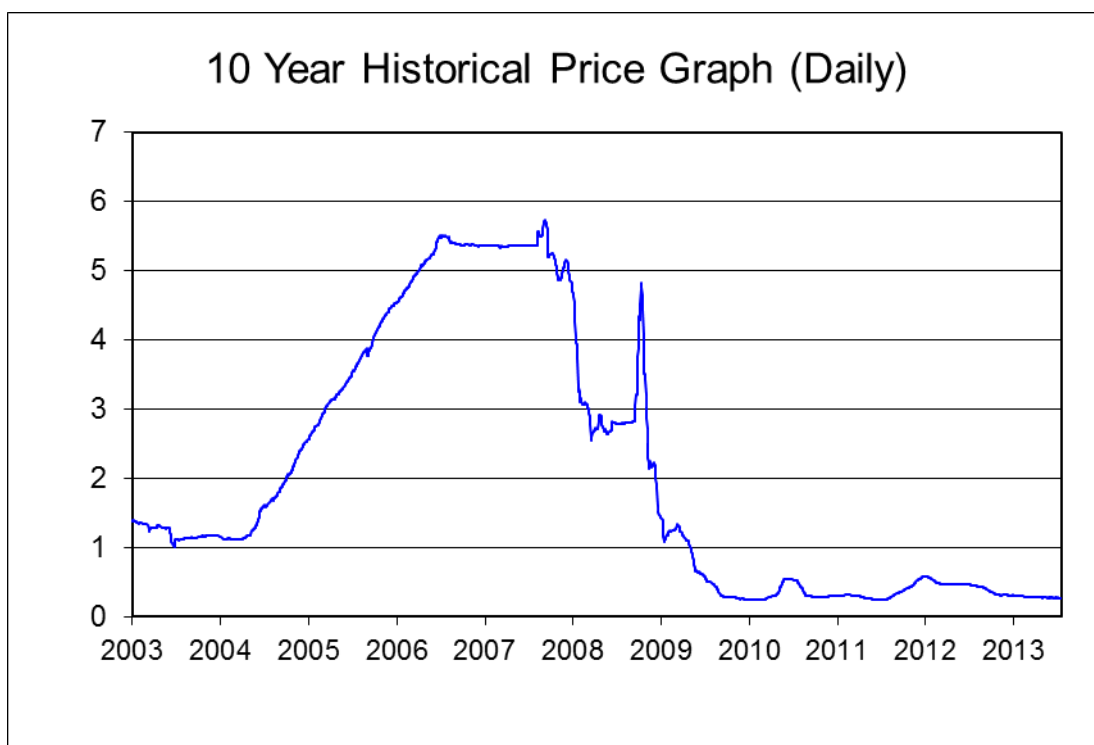
## 10 Year Historical Graph

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The level of 3-month USD LIBOR has fluctuated in the past and may experience significant fluctuations in the future. See “Additional Risk Factor — Changes in banks’ inter-bank lending rate reporting practices or the method used to determined LIBOR rates may adversely affect the value of the MLCs” for more information about 3-month USD LIBOR.

Moreover, in light of current market conditions, the trends reflected in the historical levels of 3-month USD LIBOR may be less likely to be indicative of the levels of 3-month USD LIBOR during any interest period. The actual levels of 3-month USD LIBOR during any interest period may bear little relation to the historical levels of 3-month USD LIBOR shown below.

The Bank has included the following graph of the historical behavior of 3-month USD LIBOR for the period from January 2, 2003 to July 17, 2013 for your reference.





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## UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

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### U.S. Holders

The following summary supersedes the discussion in the Disclosure Statement under “United States Federal Income Tax Considerations—U.S. Holders” in its entirety.

### Payment of Interest

Except as described below in the case of interest on an MLCD issued with original issue discount (“OID”), as defined below under “—Original Issue Discount,” interest on an MLCD generally will be included in the income of a U.S. Holder as interest income at the time it is accrued or is received in accordance with the U.S. Holder’s regular method of accounting for United States federal income tax purposes and will be ordinary income.

### Original Issue Discount

The MLCDs may be issued with original issue discount (“OID”). U.S. Holders of MLCDs issued with OID will be subject to special tax accounting rules, as described in greater detail below. For tax purposes, OID is the excess of the “stated redemption price at maturity” of the MLCD over its “issue price.” The “stated redemption price at maturity” of the MLCD is the sum of all payments required to be made on the MLCD other than “qualified stated interest” payments, as defined below. The “issue price” of the MLCD is generally the first offering price to the public at which a substantial amount of the issue was sold. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer), or that is treated as constructively received, at least annually at a single fixed rate or, under certain circumstances, at a variable rate.

A U.S. Holder of an MLCD that has been issued with OID is generally required to include any qualified stated interest payments in income as interest at the time such interest is accrued or is received in accordance with the U.S. Holder’s regular accounting method for tax purposes, as described above under “—Payment of Interest.” A U.S. Holder of an MLCD issued with OID is generally required to include in income the sum of the daily accruals of the OID for the MLCD for each day during the taxable year (or portion of the taxable year) in which the U.S. Holder held the MLCD, regardless of such holder’s regular method of accounting. Thus, a U.S. Holder may be required to include OID in income in advance of the receipt of some or all of the related cash payments. The daily portion is determined by allocating the OID for each day of the accrual period. An accrual period may be of any length and the accrual periods may even vary in length over the term of the MLCD, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first day of an accrual period or on the final day of an accrual period. The amount of OID allocable to an accrual period is equal to the excess of: (1) the product of the “adjusted issue price” of the MLCD at the beginning of the accrual period and its yield to maturity (computed generally on a constant yield method and compounded at the end of each accrual period, taking into account the length of the particular accrual period) over (2) the amount of any qualified stated interest allocable to the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity, other than a payment of qualified stated interest, and the adjusted issue price at the beginning of the final accrual period. The “adjusted issue price” of an MLCD at the beginning of any accrual period is the sum of the issue price of the MLCD plus the amount of OID allocable to all prior accrual periods reduced by any payments received on the MLCD that were not qualified stated interest. Under these rules, a U.S. Holder generally will have to include in income increasingly greater amounts of OID in successive accrual periods. If the excess of the “stated redemption price at maturity” of an MLCD over its “issue price” is less than 1/4 of 1% of the MLCD’s stated redemption price at maturity multiplied by the number of complete years from the Issue date to the Maturity Date (“de minimis OID”), the MLCD is not treated as issued with OID. A U.S. Holder generally must include the de minimis OID in income at the time payments, other than qualified stated interest, on the MLCD are made in proportion to the amount paid. Any amount of de minimis OID that is included in income in this manner will be treated as capital gain.

If the MLCDs are issued with OID, the amount of OID, issue price, issue date, and yield to maturity of the MLCDs can be obtained by contacting: Securities & Funding Operations Manager / 445 S. Figueroa St G21-101 / Los Angeles, CA 90071; or emailed at: OCSG\_SecuritiesOps@unionbank.com.

## **Variable Rate Debt Instruments**

The Bank currently intends to treat the MLCs as variable rate debt instruments providing for stated interest at a single fixed rate and one or more qualified floating rates. Under Treasury regulations applicable to such instruments, U.S. Holders generally will be required to construct an “equivalent fixed rate debt instrument” for the MLCs. The applicable rules require replacing the initial fixed rate by a “qualified floating rate” that would preserve the fair market value of the MLCs. We have determined that replacing the initial fixed rate with a qualified floating rate of 3-Month USD LIBOR plus 1.27% would preserve the fair market value of the MLCs. The applicable rules then require determining the fixed rate substitute for each floating rate. The fixed rate substitute for each qualified floating rate is the value of the rate on the issue date of the MLCs. The equivalent fixed rate debt instrument is the hypothetical instrument that has terms that are identical to those of the MLCs, except that the equivalent fixed rate debt instrument provides for the fixed rate substitutes in lieu of the rates on the MLCs. Under these rules, the equivalent fixed rate debt instrument will have stated interest equal to the fixed rate substitutes. The amount of OID is determined for the equivalent fixed rate debt instrument under the rules applicable to fixed rate debt instruments and is taken into account as if the holder held the equivalent fixed rate debt instrument. Please see the discussion under “—Original Issue Discount” for a discussion of these rules. Under these rules, the MLCs may be issued with OID, and U.S. Holders may be required to make appropriate adjustments for interest actually paid on the MLCs. Qualified stated interest and OID, if any, allocable to an accrual period must be increased (or decreased) if the interest actually accrued or paid during an accrual period exceeds (or is less than) the interest assumed to be accrued or paid during the accrual period under the equivalent fixed rate debt instrument. This increase or decrease is an adjustment to qualified stated interest for the accrual period if the equivalent fixed rate debt instrument provides for qualified stated interest and the increase or decrease is reflected in the amount actually paid during the accrual period. Otherwise, this increase or decrease is an adjustment to OID, if any, for the accrual period.

## **Additional Medicare Tax**

Certain U.S. Holders, including individuals, estates and trusts, will be subject to an additional 3.8% Medicare tax on unearned income. For individual U.S. Holders, the additional Medicare tax applies to the lesser of (i) “net investment income,” or (ii) the excess of “modified adjusted gross income” over \$200,000 (\$250,000 if married and filing jointly or \$125,000 if married and filing separately). “Net investment income” generally equals the taxpayer’s gross investment income reduced by the deductions that are allocable to such income. Investment income generally includes passive income such as interest, dividends, annuities, royalties, rents, and capital gains. Prospective purchasers of the MLCs are urged to consult their own tax advisor regarding the implications of the additional Medicare tax resulting from an investment in the MLCs.

## **Non-U.S. Holders**

Please see the discussion under “—Non-U.S. Holders” in the accompanying Disclosure Statement for certain U.S. federal income tax consequences that will apply to Non-U.S. Holders of the MLCs.

## **Backup Withholding and Reporting**

Please see the discussion under “—Backup Withholding and Reporting” in the accompanying Disclosure Statement for a description of the applicability of the backup withholding and information reporting rules to payments made on the MLCs.

## **Foreign Account Tax Compliance Act**

Please see the discussion under “—Foreign Account Tax Compliance Act” in the accompanying Disclosure Statement for a discussion of the applicability of the Foreign Account Tax Compliance Act to holders of the MLCs.