

Index to Exhibits

Exhibit No.	Description	Method of Filing
2.1	Amended and Restated Agreement and Plan of Merger, dated as of Dec. 3, 2006, as amended and restated as of Feb. 23, 2007, and as further amended and restated as of March 30, 2007, between The Bank of New York Company, Inc., Mellon Financial Corporation and The Bank of New York Mellon Corporation (the “Company”).	Previously filed as Exhibit 2.1 to the Company’s Current Report on Form 8-K (File Nos. 000-52710) as filed with the Commission on July 2, 2007, and incorporated herein by reference.
2.2	Stock Purchase Agreement, dated as of Feb. 1, 2010, by and between The PNC Financial Services Group, Inc. and The Bank of New York Mellon Corporation.	Previously filed as Exhibit 2.1 to the Company’s Current Report on Form 8-K (File No. 000-52710) as filed with the Commission on Feb. 3, 2010, and incorporated herein by reference.
3.1	Restated Certificate of Incorporation of The Bank of New York Mellon Corporation.	Previously filed as Exhibit 3.1 to the Company’s Current Report on Form 8-K (File Nos. 000-52710) as filed with the Commission on July 2, 2007, and incorporated herein by reference.
3.2	Certificate of Designations of The Bank of New York Mellon Corporation with respect to Series A Noncumulative Preferred Stock dated June 15, 2007.	Previously filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K (File No. 000-52710) as filed with the Commission on July 5, 2007, and incorporated herein by reference.
3.3	Certificate of Designations of The Bank of New York Mellon Corporation with respect to Series C Noncumulative Perpetual Preferred Stock dated Sept. 13, 2012.	Previously filed as Exhibit 3.2 to the Company’s Registration Statement on Form 8A12B (File No. 001-35651) as filed with the Commission on Sept. 14, 2012, and incorporated herein by reference.
3.4	Certificate of Designations of The Bank of New York Mellon Corporation with respect to the Series D Noncumulative Perpetual Preferred Stock, dated May 16, 2013.	Previously filed as Exhibit 3.1 to the Company’s Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on May 16, 2013, and incorporated herein by reference.
3.5	Amended and Restated By-Laws of The Bank of New York Mellon Corporation, as amended and restated on Oct. 8, 2013.	Previously filed as Exhibit 3.1 to the Company’s Current Report on Form 8-K (File No. 001-35651) as filed with the Commission on Oct. 8, 2013, and incorporated herein by reference.
4.1	None of the instruments defining the rights of holders of long-term debt of the Parent or any of its subsidiaries represented long-term debt in excess of 10% of the total assets of the Company as of Sept. 30, 2014. The Company hereby agrees to furnish to the Commission, upon request, a copy of any such instrument.	N/A

Index to Exhibits (continued)

Exhibit No.	Description	Method of Filing
10.1	* Amendment to The Bank of New York Mellon Corporation Executive Severance Plan, effective as of Aug. 11, 2014.	Filed herewith.
10.2	First Amendment to Purchase and Sale Agreement between The Bank of New York Mellon and MIP One Wall Street Acquisition LLC, dated Sept. 26, 2014.	Filed herewith.
12.1	Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends.	Filed herewith.
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
101.INS	XBRL Instance Document.	Filed herewith.
101.SCH	XBRL Taxonomy Extension Schema Document.	Filed herewith.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	Filed herewith.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith.

* Management contract or compensatory plan arrangement.

**AMENDMENT TO
THE BANK OF NEW YORK MELLON CORPORATION
EXECUTIVE SEVERANCE PLAN**

WHEREAS, The Bank of New York Mellon Corporation (the “Corporation”) adopted The Bank of New York Mellon Corporation Executive Severance Plan (the “Plan”), effective as of July 13, 2010;

WHEREAS, the Human Resources and Compensation Committee of the Corporation’s Board of Directors (the “HRCC”) is authorized to amend the Plan under Section 13 of the Plan; and

WHEREAS, it is desired to amend the Plan, effective as of the date hereof, to clarify that the pro-rata Annual Incentive Award payable upon a non-Change in Control Qualifying Termination shall include any cash and non-cash portion of such award and shall be payable at the same time as such payments and awards are payable to other similarly situated executives of the Corporation.

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan is hereby amended as follows:

1. Section 2(a) of the Plan is amended in its entirety to read as follows:

(a) “**Annual Incentive Award**” means the annual incentive awarded to a Participant by the Corporation from time to time, including any cash and non-cash portions of such incentive, whether payable currently or on a deferred basis, and subject to any vesting, deferral or other terms and conditions; provided, however, that long-term incentive awards, including, but not limited to, performance share units, shall not be deemed to be annual incentives for purposes of this definition.

2. Section 3(a)(ii) is amended in its entirety to read as follows:

“(ii) a cash payment and non-cash award, as applicable, equal to the actual cash and non-cash portions, as applicable, of the Participant’s Annual Incentive Award for the fiscal year in which the Participant’s Date of Termination occurs, multiplied by a fraction the numerator of which shall be the number of days the Participant was employed by the Corporation during the fiscal year in which the Date of Termination occurred and the denominator of which is 365 (or 366 in the case of a leap year); any such cash and non-cash portions of the pro-rata Annual Incentive Award shall be paid or awarded and shall become payable, in each case, at the same time(s) as annual incentives for the fiscal year in which the Participant’s Date of Termination occurs are paid or awarded and become payable to other similarly situated executives of the Corporation; provided, however, that the HRCC may determine the form(s) of such pro-rata Annual Incentive in its discretion, and provided, further, that any portion of such pro-rata Annual Incentive Award that is intended to be exempt from Section 409A as a “short-term deferral” (within the meaning of Section 409A) shall be paid no later than March 15th of the year following the year during which the Date of Termination occurred; and”

IN WITNESS WHEREOF, the HRCC has caused this amendment to be executed effective this 11th day of August, 2014.

The Bank of New York Mellon Corporation

/s/ Monique R. Herena

By: Monique R. Herena

Title: SEVP and Chief Human Resources Officer

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made as of September 26, 2014 by and between THE BANK OF NEW YORK MELLON ("**Seller**") and MIP ONE WALL STREET ACQUISITION LLC ("**Buyer**").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of May 20, 2014 (the "**PSA**") with respect to, inter alia, certain real property located at and commonly known as 1-7 Wall Street a/k/a 80 Broadway, New York, New York; and

WHEREAS, Seller and Buyer desire to amend the PSA in the manner hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, the PSA is hereby amended, and Seller and Buyer covenant and agree, as follows:

1. Defined Terms. All capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings ascribed to them in the PSA.
2. Transferred FF&E. In addition to the Personalty, at the Closing, Seller agrees to transfer to Buyer, and Buyer agrees to accept from Seller, pursuant to the Bill of Sale attached hereto as Exhibit A, all of Seller's right, title and interest in and to the Transferred FF&E. The term "**Transferred FF&E**" shall mean all furniture, furnishings, trade fixtures and other personal property now owned by Seller and located in the Building, other than (a) Seller's artwork, (b) Seller's computers, printers, telephones, facsimile machines and other technology assets, (c) Seller's files, documents and software, (d) the Personalty, and (e) Seller's furniture, furnishings, trade fixtures and other personal property currently located in the following areas of the Building: (i) the portion of the "A" Level of the Building currently used as a health center; (ii) the portion of the New Street Level of the Building, and the portion of the 11th floor of the Building, currently used as conference centers; (iii) the portion of the New Street Level of the Building currently used as the "Usability Lab"; (iv) the portion of the 30th floor of the Building currently occupied by Seller's "BK University"; (v) the entire 10th floor of the Building; and (vi) the entire ground floor of the Building (other than the portion of the ground floor of the Building leased by Seller to JPMorgan Chase Bank, National Association, pursuant to the Chase Lease). For the avoidance of doubt, the Transferred FF&E does not include any personal property owned or leased by Tenants or other third parties. Seller makes no warranties or representations whatsoever, including, without limitation, with respect to quality, fitness or merchantability of the Transferred FF&E (except that Seller hereby represents to Buyer that the Transferred FF&E will be transferred by Seller to Buyer at the Closing free and clear of all liens and encumbrances); the Transferred FF&E shall be transferred "AS IS" and, except as otherwise expressly provided in Section 4 of this Amendment, such transfer shall be made without recourse to Seller.
3. Bill of Sale. The Bill of Sale attached as Exhibit K to the PSA shall be deleted and replaced with the Bill of Sale attached hereto as Exhibit A.

4. Sales Tax. Any sales tax, if any, payable in respect of the Transferred FF&E shall be the sole responsibility of Seller and Seller agrees to indemnify Buyer from and against any loss, cost, liability or expense (including, but not limited to interest or penalties) Buyer may incur in connection with any sales tax and any other tax due thereon. The provisions of this Section 4 shall survive the Closing.

5. Seller's Lease. The Seller's Lease attached as Exhibit E to the PSA shall be amended as follows:

(a) Section 1.01 of the Seller's Lease is deleted and replaced with the following Section:

"Section 1.01 Simultaneously with the execution and delivery of this Lease and pursuant to a Purchase and Sale Agreement dated May 20, 2014 (as amended, the "PSA"), Tenant has conveyed to Landlord the Demised Premises (as hereinafter defined) and, as a condition of such conveyance, Landlord is obligated to lease the Demised Premises to Tenant. Accordingly, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the entire building (the "Building") known as 1-7 Wall Street (a/k/a 80 Broadway), New York, New York, and the land on which it is located, the legal description of which is set forth on Exhibit A annexed hereto (the "Land"; together with the Building hereinafter collectively called the "Demised Premises"), upon and subject to the terms, covenants and conditions hereinafter set forth. In addition, during the Term (as such term is defined in Article 2 hereof), Tenant may continue to use (i) all of the Personalty (as defined in the PSA) and (ii) all of the Transferred FF&E (as defined in the PSA). The parties hereby acknowledge and agree that Tenant shall not be charged for its use of the Personalty and/or the Transferred FF&E during the Term as the consideration for such use is included in the Fixed Rent (as hereinafter defined). For the avoidance of doubt, Landlord makes no warranties or representations whatsoever, including, without limitation, with respect to quality, fitness or merchantability of the Transferred FF&E, which is being made available to Tenant on an "AS IS" and "WHERE IS" basis. Tenant shall be solely responsible for any repairs, replacements and damage in connection with the Transferred FF&E, and Tenant shall indemnify Landlord for all out-of-pocket costs and expenses incurred by Landlord in connection with the Transferred FF&E."

(b) The defined term "Personal Property", initially set forth in Section 5.04 of the Seller's Lease, shall be renamed and replaced in each instance where it appears in the Seller's Lease with "Tenant's Retained Personal Property".

(c) Section 5.04 of the Seller's Lease is deleted and replaced with the following Section:

"Section 5.04 All Work made by or on behalf of Tenant in and to the Demised Premises shall remain the property of Tenant for the duration of the Term but upon the expiration date or earlier termination of this Lease, shall become Landlord's property and shall be surrendered at the expiration or sooner termination of the Term, in good condition (wear and tear and casualty excepted), subject to the provisions of Article 27 of this Lease. All of Tenant's trade fixtures, furniture, equipment and other personal property ("Tenant's Retained Personal Property"), as distinguished from the Transferred FF&E, shall at all times remain the property of Tenant."

(d) Section 7.01 of the Seller's Lease is deleted and replaced with the following Section:

"Section 7.01 Except as set forth in Section 7.02, Tenant, at its sole cost and expense, shall take good care of the Demised Premises, the sidewalks and vaults, if any, adjacent thereto (including keeping the sidewalks and curbs free from snow and ice) and the fixtures, systems, equipment and appurtenances therein and make all non-structural repairs thereto in compliance with all Governmental Requirements as and when needed to preserve them in good working order and condition. Subject to the provisions of Section 10.03 of this Lease, all damage or injury to the Demised Premises or to any building equipment caused by Tenant moving property (including, without limitation, Tenant's Retained Personal Property and the Transferred FF&E) in or out of the Demised Premises or by installation or removal of Tenant's equipment and/or furniture or resulting from negligence or improper conduct of Tenant, its employees, agents, contractors, customers, invitees and visitors, shall be repaired, promptly by Tenant at Tenant's expense. All repairs shall be done in a good and workmanlike manner and in compliance with the terms and conditions of Article 5 hereof.

(e) Section 27.01 of the Seller's Lease is deleted and replaced with the following Section:

"Section 27.01 Upon the expiration or other termination of the Term, Tenant shall quit and surrender the Demised Premises, free and clear of all lettings, occupancies (except for the Existing Tenants under the Existing Leases), liens and encumbrances caused by Tenant, in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, shall comply with its obligations under Section 5.04 of this Lease, and shall remove from the Demised Premises (i) all of Tenant's Retained Personal Property and (ii) all of the Transferred FF&E. Notwithstanding the foregoing, upon Landlord's request given simultaneously with Landlord's approval of the plans and specifications for any structural Work that Tenant may wish to perform during the Term, Landlord may require Tenant to remove such structural Work and restore the area of the Demised Premises to its condition existing immediately prior to the performance of such structural Work, but only to the extent Landlord's cost of the demolition of the portion of the Demised Premises affected by such structural Work would materially exceed the demolition cost that Landlord would have occurred if such structural Work had not been performed by Tenant. Tenant's obligation to observe or perform its obligations under this Article 27 shall survive the expiration or other termination of the Term."

(f) Section 34.01 of the Seller's Lease is deleted and replaced with the following Section:

"ARTICLE 34

Tenant's Retained Personal Property

Section 34.01 All of Tenant's Retained Personal Property (as defined in Section 5.04), as distinguished from the Transferred FF&E, shall at all times remain the property of Tenant and Tenant may remove and/or replace the same at any time during or upon the expiration of the Term of this Lease. Landlord waives all rights to any Landlord's lien upon or security interest in Tenant's Retained Personal Property situated on or relating to the Demised Premises, whether contractual, statutory or otherwise."

6. No Oral Modification. This Amendment may not be changed or terminated orally, but only by an agreement in writing signed by Seller and Buyer.

7. Ratification. Except as modified by this Amendment, the provisions of the PSA are confirmed and approved and shall continue in full force and effect.

8. Governing Law. This Amendment shall be governed by and construed in accordance with New York law, without regard to conflicts of law principles.

9. Counterparts; PDF. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Electronic (PDF) signatures on this Amendment transmitted by email confirmed as received by a party shall be binding and effective for all purposes as if original signature pages were delivered by the parties.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the day and year first above written.

SELLER

THE BANK OF NEW YORK MELLON

By: /s/ Carol Britton
Carol Britton
Managing Director

BUYER:

MIP ONE WALL STREET ACQUISITION LLC

By: /s/ Bruce Kimmelman
Bruce Kimmelman
Authorized Person

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE is made and executed as of the ___ day of September, 2014 from THE BANK OF NEW YORK MELLON (“**Seller**”), to MIP ONE WALL STREET ACQUISITION LLC, a Delaware limited liability company (“**Buyer**”).

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller does hereby bargain, sell, convey, deliver, assign, transfer, set over and grant to Buyer, and to its successors and assigns, all right, title and interest of Seller in and to any and all of (i) the Personalty and (ii) the Transferred FF&E. The Personalty and the Transferred FF&E are hereinafter referred to collectively as the “**Transferred Personal Property**”.

Title to all the Transferred Personal Property shall pass to Buyer upon delivery of this Bill of Sale. Any sales tax, if any, payable in respect of the Personalty shall be the sole responsibility of Buyer and Buyer agrees to indemnify Seller from and against any loss, cost or expense (including, but not limited to interest or penalties) Seller may incur in connection with any sales tax due thereon. Any sales tax, if any, payable in respect of the Transferred FF&E shall be the sole responsibility of Seller and Seller agrees to indemnify Buyer from and against any loss, cost or expense (including, but not limited to interest or penalties) Buyer may incur in connection with any sales tax due thereon.

Other than as may be contained in the Purchase and Sale Agreement dated as of May 20, 2014 between Buyer and Seller (as amended, the “**Purchase Agreement**”), Seller makes no warranties or representations whatsoever, including, without limitation, with respect to quality, fitness or merchantability of the Transferred Personal Property; the Transferred Personal Property is being transferred “AS IS” and, except as otherwise expressly provided in the last sentence of the immediately preceding paragraph, this Bill of Sale is made without recourse to Seller. All capitalized terms used and not defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[end of agreement; signatures follow on the next page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day and year first written above.

THE BANK OF NEW YORK MELLON

By: _____
Name: _____
Title: _____

Accepted:

MIP ONE WALL STREET ACQUISITION LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

**COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES
AND PREFERRED STOCK DIVIDENDS**

The Bank of New York Mellon Corporation

<i>(dollar amounts in millions)</i>	Quarter ended			Year-to-date	
	Sept. 30, 2014	June 30, 2014	Sept. 30, 2013	Sept. 30, 2014	Sept. 30, 2013
Earnings					
Income before income taxes (a)	\$ 1,662	\$ 811	\$ 1,002	\$ 3,399	\$ 3,049
Net (income) attributable to noncontrolling interests	(23)	(17)	(8)	(60)	(64)
Income before income taxes attributable to shareholders of The Bank of New York Mellon Corporation (a)	1,639	794	994	3,339	2,985
Fixed charges, excluding interest on deposits	92	97	84	277	258
Income before income taxes and fixed charges, excluding interest on deposits applicable to the shareholders of The Bank of New York Mellon Corporation (a)	1,731	891	1,078	3,616	3,243
Interest on deposits	24	24	26	70	83
Income before income taxes and fixed charges, including interest on deposits applicable to shareholders of The Bank of New York Mellon Corporation (a)	\$ 1,755	\$ 915	\$ 1,104	\$ 3,686	\$ 3,326
Fixed charges					
Interest expense, excluding interest on deposits	\$ 64	\$ 68	\$ 57	\$ 194	\$ 175
One-third net rental expense (b)	28	29	27	83	83
Total fixed charges, excluding interest on deposits	92	97	84	277	258
Interest on deposits	24	24	26	70	83
Total fixed charges, including interests on deposits	\$ 116	\$ 121	\$ 110	\$ 347	\$ 341
Preferred stock dividends	\$ 13	\$ 23	\$ 13	\$ 49	\$ 38
Total fixed charges and preferred stock dividends, excluding interest on deposits	\$ 105	\$ 120	\$ 97	\$ 326	\$ 296
Total fixed charges and preferred stock dividends, including interest on deposits	\$ 129	\$ 144	\$ 123	\$ 396	\$ 379
Earnings to fixed charges ratios (a)					
Excluding interest on deposits	18.82	9.19	12.83	13.05	12.57
Including interest on deposits	15.13	7.56	10.04	10.62	9.75
Earnings to fixed charges and preferred stock dividends ratios (a)					
Excluding interest on deposits	16.49	7.43	11.11	11.09	10.96
Including interest on deposits	13.60	6.35	8.98	9.31	8.78

(a) Results for the third quarter of 2013 and the first nine months of 2013 were restated to reflect the retrospective application of adopting new accounting guidance in the first quarter of 2014 related to our investments in qualified affordable housing projects (ASU 2014-01). See Note 2 of the Notes to Consolidated Financial Statements for additional information.

(b) The proportion deemed representative of the interest factor.

CERTIFICATION

I, Gerald L. Hassell, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Bank of New York Mellon Corporation (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 7, 2014

/s/ Gerald L. Hassell

Name: Gerald L. Hassell

Title: Chief Executive Officer

CERTIFICATION

I, Thomas P. Gibbons, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Bank of New York Mellon Corporation (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 7, 2014

/s/ Thomas P. Gibbons

Name: Thomas P. Gibbons

Title: Chief Financial Officer

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of The Bank of New York Mellon Corporation (“BNY Mellon”), hereby certifies, to his knowledge, that BNY Mellon’s Quarterly Report on Form 10-Q for the quarter ended Sept. 30, 2014 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of BNY Mellon.

Dated: November 7, 2014

/s/ Gerald L. Hassell

Name: Gerald L. Hassell

Title: Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, the undersigned officer of The Bank of New York Mellon Corporation (“BNY Mellon”), hereby certifies, to his knowledge, that BNY Mellon’s Quarterly Report on Form 10-Q for the quarter ended Sept. 30, 2014 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of BNY Mellon.

Dated: November 7, 2014

/s/ Thomas P. Gibbons

Name: Thomas P. Gibbons

Title: Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.