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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

**FORM 8-A**

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES  
PURSUANT TO SECTION 12(b) or (g) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**BANK OF AMERICA CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State of incorporation or organization)

**56-0906609**

(IRS Employer Identification No.)

**100 North Tryon Street**

**Charlotte, North Carolina**

(Address of principal executive offices)

**28255**

(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Securities Exchange Act of 1934 and is effective pursuant to General Instruction A.c, please check the following box. /X/

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Securities Exchange Act of 1934 and is effective pursuant to General Instruction A.d, please check the following box. //

Securities Act registration statement file number to which this form relates: 333-83503

Securities to be registered pursuant to Section 12(b) of the Act.

Title of each class

Name of each exchange on which

to be so registered

each class is to be registered

DJIA(Service Mark) Return Linked Notes, due 2005

The American Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

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**INFORMATION REQUIRED IN REGISTRATION STATEMENT**

**Item 1. Description of Registrant's Securities to be Registered**

The title of the class of securities to be registered hereunder is: Bank of America Corporation DJIA(Service Mark) Return Linked Notes, due 2005 (the "Notes"). A description of the Notes registered hereunder is set forth under the caption "Description of Debt Securities" in the prospectus included in the Registrant's Form S-3 Registration Statement (Registration No. 333-83503) (the "Registration Statement") filed with the Securities and Exchange Commission (the "SEC") on August 12, 1999, as supplemented by the information under the caption "Description of the Notes" in the prospectus supplement dated June 5, 2001 filed with the SEC pursuant to Rule 424(b) promulgated under the Securities Act of 1933, as amended (the "Act"), which description is incorporated herein by reference, and "Description of the Notes" in the pricing supplement dated March 22, 2002 filed with the SEC pursuant to Rule 424(b) promulgated under the Act, which description is incorporated herein by reference.

## Item 2. Exhibits

### Exhibit

#### No.

- 4.1 Form of Registrant's DJIA (Service Mark) Return Linked Notes, due 2005.
- 4.2 Indenture dated as of January 1, 1995 between the Registrant and The Bank of New York, incorporated herein by reference to Exhibit 4.1 of the Registrant's Registration Statement on Form S-3 (Registration No. 333-57533); as supplemented by a First Supplemental Indenture dated as of September 18, 1998, incorporated by reference to Exhibit 4.3 of the Registrant's Current Report on Form 8-K filed November 18, 1998 and a Second Supplemental Indenture dated as of May 7, 2001, incorporated by reference to Exhibit 4.4 of the Registrant's Current Report on Form 8-K filed June 14, 2001.

### SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Dated: March 22, 2002

BANK OF AMERICA CORPORATION

By: /S/ MARY W. RANTALA  
Mary W. Rantala  
Assistant Vice President

### EXHIBIT INDEX

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THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. THIS SECURITY IS NOT EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT, IS NOT AN OBLIGATION OF OR GUARANTEED BY ANY BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION, AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.

REGISTERED  
NUMBER \_\_\_\_\_

\$33,607,000  
CUSIP 06050MBU0

**BANK OF AMERICA CORPORATION**  
**MEDIUM-TERM SENIOR NOTE, SERIES I**  
(Indexed Note)

// SEE THE ATTACHED PRINCIPAL REPAYMENT  
AMOUNT RIDER for a description of the  
PRINCIPAL REPAYMENT AMOUNT and its calculation.

BASE RATE:  
(if applicable, check one)

\_\_\_ CD Rate  
\_\_\_ Commercial Paper Rate

/XX/ SEE THE ATTACHED SUPPLEMENTAL PAYMENT  
AMOUNT RIDER for a description of any SUPPLEMENTAL  
PAYMENT AMOUNT and its calculation.

\_\_\_ LIBOR \_\_\_\_\_  
\_\_\_ Federal Funds Rate  
\_\_\_ Prime Rate  
\_\_\_ Treasury Rate  
\_\_\_ CMT Rate

CMT Tolerance Page: \_\_\_\_\_

CMT Maturity Index: \_\_\_\_\_

Other: \_\_\_\_\_

ORIGINAL ISSUE DATE: March 27, 2002  
STATED MATURITY DATE: March 28, 2005

FINAL MATURITY DATE: N/A

INITIAL INTEREST RATE: N/A

INDEX MATURITY FOR INITIAL

INTEREST RATE (IF DIFFERENT): N/A

INDEX MATURITY: N/A

INDEX MATURITY FOR FINAL

INTEREST PAYMENT PERIOD (IF DIFFERENT): N/A

SPREAD: N/A

SPREAD MULTIPLIER: N/A

MAXIMUM INTEREST RATE: N/A

MINIMUM INTEREST RATE: N/A

INTEREST PAYMENT DATES: N/A

INTEREST RESET DATES: N/A

INTEREST RESET PERIOD: N/A

INITIAL REDEMPTION DATE: N/A

INITIAL REDEMPTION PERCENTAGE: N/A

ANNUAL REDEMPTION PERCENTAGE REDUCTION: N/A

OPTIONAL REPAYMENT DATE(S): N/A

CALCULATION AGENT: Banc of America Securities LLC

ADDITIONAL TERMS: SEE SUPPLEMENTAL PAYMENT AMOUNT RIDER

MINIMUM DENOMINATIONS: \$100,000 and integral multiples of \$1,000 in excess thereof

PRICING DATE: March 22, 2002  
VALUATION DATES: the 22<sup>nd</sup> of each  
month, beginning with April 22, 2002,  
and ending with March 22, 2005

PARTICIPATION RATE: 75%

// This Note is a Renewable Note.  
See Attached Rider

// This Note is an  
Extendible Note.  
See Attached Rider.

BANK OF AMERICA CORPORATION, a Delaware corporation (the "Corporation," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal amount of \$33,607,000 (the "Principal Amount") on the Stated Maturity Date specified above (except to the extent the Stated Maturity Date may be postponed as set forth on the Supplemental Payment Amount Rider or redeemed, repaid, or converted prior to the Stated Maturity Date).

No interest will be paid on this Note. The holder will receive the Principal Amount plus an additional amount (the "Supplemental Redemption Amount") in excess of the Principal Amount at maturity, which will not be less than 3.04% of the Principal Amount of this Note. The Supplemental Redemption Amount will be determined as set forth in the Supplemental Payment Amount Rider.

The Principal Amount of and Supplemental Redemption Amount on this Note are payable in immediately available funds in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the office or agency of the Corporation designated as provided in the Indenture. Notwithstanding the preceding sentence, payments of the Principal Amount and the Supplemental Redemption Amount payable on the Stated Maturity Date will be made by wire transfer of immediately available funds to a designated account maintained in the United States upon (i) receipt of written notice by the Issuing and Paying Agent (as described below) from the registered holder hereof not less than one Business Day prior to the due date of such Principal Amount and Supplemental Redemption Amount and (ii) presentation of this Note to The Bank of New York, as Issuing and Paying Agent, 101 Barclay Street, New York, New York 10286 (the "Corporate Trust Office"). As used herein, "Business Day" means any weekday that is (1) not a legal holiday in New York, New

York or Charlotte, North Carolina, (2) not a day on which banking institutions in those cities are authorized by law or regulation to be closed, and (3) not a day on which the principal securities market (or markets) on which the constituent stocks of the DJIA<sup>SM</sup> is closed.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and on the attached Riders, which shall have the same effect as though fully set forth at this place.

Unless the Certificate of Authentication hereon has been executed by the Trustee or an authenticating agent on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Corporation has caused this Note to be duly executed, by manual or facsimile signature, under its corporate seal or a facsimile thereof.

**BANK OF AMERICA CORPORATION**

By: \_\_\_\_\_  
Title: Senior Vice President

[SEAL]  
ATTEST:

\_\_\_\_\_  
Assistant Secretary

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: \_\_\_\_\_

THE BANK OF NEW YORK,  
as Trustee

By: \_\_\_\_\_

Authorized Signatory

[Reverse of Note]

**BANK OF AMERICA CORPORATION**  
**MEDIUM-TERM SENIOR NOTE, SERIES I**  
(Indexed Note)

This Note is one of a duly authorized series of Securities of the Corporation unlimited in aggregate principal amount (herein called the "Notes") issued and to be issued under an Indenture dated as of January 1, 1995 (herein called the "Indenture"), between the Corporation (successor in interest to NationsBank Corporation) and The Bank of New York, as Trustee (successor in interest to U.S. Bank Trust National Association, successor trustee to BankAmerica National Trust Company, herein called the "Trustee," which term includes any successor trustee under the Indenture), as supplemented by a First Supplemental Indenture dated as of September 18, 1998 and a Second Supplemental Indenture dated as of May 7, 2001 to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights thereunder of the Corporation, the Trustee and the holders of the Notes, and the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is also one of the Notes designated as the Corporation's Senior Medium-Term Notes, Series I (herein called the "Notes"), initially limited in aggregate principal amount to \$3,000,000,000.

This Note is not subject to any sinking fund.

The provisions of Article Fourteen of the Indenture do not apply to Securities of this Series.

If an Event of Default (defined in the Indenture as (i) the Corporation's failure to pay principal of (or premium, if any, on) the Notes when due, or to pay interest on the Notes within 30 days after the same becomes due, (ii) the Corporation's breach of its other covenants contained in this Note or the Indenture, which breach is not cured within 90 days after written notice by the Trustee or the holders of at least 25% in outstanding principal amount of all Securities issued under the Indenture and affected thereby, and (iii) certain events involving the bankruptcy, insolvency or liquidation of the Corporation) shall occur with respect to the Notes, the Principal Amount and Supplemental Redemption Amount of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Corporation and the rights of the holders of the Notes under the Indenture at any time by the Corporation with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the Notes then outstanding and all other Securities then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the Notes then outstanding and all other Securities then outstanding under the Indenture and affected thereby, on behalf of the holders of all Securities, to waive compliance by the Corporation with certain provisions of the Indenture and certain



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Please Insert Social Security or Other Identifying Number of Assignee: \_\_\_\_\_

the within Note and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ Attorney to transfer said Note on the books of the Corporation, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and must be guaranteed.

**BANK OF AMERICA CORPORATION**  
**DJIA<sup>SM</sup> RETURN LINKED NOTES, DUE 2005**  
**SUPPLEMENTAL PAYMENT AMOUNT RIDER**

**General**

This Note is a medium-term note issued as part of a series of Debt Securities under the Senior Indenture, which is more fully described in the Prospectus dated August 5, 1999 and the Prospectus Supplement dated June 5, 2001. Certain capitalized terms used herein have the meanings ascribed to them in the Prospectus and the Prospectus Supplement.

The Corporation may "reopen" this series of Notes and issue additional Notes at a later time or issue additional Debt Securities or other securities with terms similar to those of the Notes. The Notes are issued in minimum denominations of \$100,000 or integral multiples of \$1,000 in excess thereof. The Notes will mature on March 28, 2005, subject to postponement in the case of certain Market Disruption Events, as defined below.

Prior to maturity, the Notes are not redeemable by the Corporation or repayable at the option of any holder.

**Payment at Maturity; Supplemental Redemption Amount**

For each Valuation Date, the calculation agent will determine the closing level of the DJIA<sup>SM</sup>. If any scheduled Valuation Date is not a Business Day, such Valuation Date shall be the immediately succeeding Business Day.

After the United States stock markets close on the last Valuation Date, the calculation agent will determine the Average Level (as defined below), the Index Performance (as defined below), and the Supplemental Redemption Amount.

The Supplemental Redemption Amount will be determined using a formula as shown below. The components of this formula are:

- The Principal Amount of the Note,
- The Participation Rate, and
- The performance of the DJIA<sup>SM</sup>, measured as a percentage change rounded to two decimals, over the term of the Note (the "Index Performance"). The Index Performance will be calculated by comparing the closing level of the DJIA<sup>SM</sup> on the Pricing Date, which is 10,427.67, with the arithmetic average of the closing levels of the DJIA<sup>SM</sup> on each Valuation Date (the "Average Level"). This figure is described by the following formula:

Index Performance =	$(\text{Average Level} - 10,427.67)$
	10,427.67

The formula used to determine the Supplemental Redemption Amount is:

$$\text{Principal Amount} \times \text{Index Performance} \times \text{Participation Rate}$$

However, if the result of applying the formula is an amount less than 3.04% of the Principal Amount, the holder will receive a Supplemental Redemption Amount equal to 3.04% of the Principal Amount.

At maturity, the holder will be paid the Principal Amount of the Note and the Supplemental Redemption Amount.

**Market Disruption**

Each of the following will be a "Market Disruption Event" if, in the sole opinion of the calculation agent, that event materially affects the DJIA<sup>SM</sup>:

- the suspension or material limitation of the trading of a material number of securities included in the DJIA<sup>SM</sup>;
- the suspension or material limitation of the trading of securities on one or more stock exchanges on which securities included in the DJIA<sup>SM</sup> are quoted;
- the suspension or material limitation of the trading of (a) options or futures relating to the DJIA<sup>SM</sup> on any options or futures exchanges or (b) options or futures generally; or
- the imposition of any exchange controls in respect of any currencies involved in determining the total amount payable on the notes at maturity.

For the purpose of this definition of Market Disruption Event:

- a limitation on the number of hours or days of trading will not be a Market Disruption Event if it results from an announced change in the regular business hours of any exchange; and
- a limitation on trading imposed by reason of the movements in price exceeding the levels permitted by any relevant exchange will be a Market Disruption Event.

If a Market Disruption Event occurs or is continuing on a day that would otherwise be a Valuation Date, then the calculation agent will instead use the closing level of the DJIA<sup>SM</sup> on the first Business Day after that day on which no Market Disruption Event occurs or is continuing. In no event, however, will any Valuation Date be postponed by more than five Business Days. If any Valuation Date is postponed to the last possible day, but a Market Disruption Event occurs or is continuing on that day, that day will nevertheless be the Valuation Date, and the calculation agent will make a good faith estimate of the closing level of the DJIA<sup>SM</sup> based upon its assessment of the value of the DJIA<sup>SM</sup> at that time. As a result, if a Market Disruption Event occurs or is continuing on the last scheduled Valuation Date, the Maturity Date for the notes will also be postponed, although not by more than five Business Days.

### **Discontinuance of the DJIA<sup>SM</sup>; Alteration of Method of Calculation**

The "DJIA<sup>SM</sup>" is widely used as an indicator of the pattern of the price movement of United States equities. The calculation of the value of the DJIA<sup>SM</sup> is a price-weighted average of the stocks of 30 blue-chip companies that are generally the leaders in their industry. The composition of the DJIA<sup>SM</sup> is not limited to traditionally defined industrial stocks. Instead, the companies are chosen from sectors of the economy most representative of the country's economic health. The index serves as a measure of the entire United States market, covering such diverse industries as financial services, technology, retail, entertainment, and consumer goods.

If DJIA<sup>SM</sup> discontinues publication of the DJIA<sup>SM</sup> and Dow Jones or another entity publishes a successor or substitute index that the calculation agent determines, in its sole discretion, is comparable to the discontinued DJIA<sup>SM</sup> (such new index being referred to as a "Successor Index"), then the relevant closing levels shall be determined by reference to the Successor Index at the close of trading on the New York Stock Exchange, the American Stock Exchange, The Nasdaq National Market, or the relevant exchange or market for the Successor Index.

If the calculation agent selects a Successor Index, the calculation agent shall immediately notify the Corporation and the Trustee, and the Trustee will provide written notice of a change to the holders of the notes within three Business Days of such selection.

If Dow Jones discontinues publication of the DJIA<sup>SM</sup>, and the calculation agent determines that no Successor Index is available, then the calculation agent will notify the Corporation and the Trustee and shall calculate the appropriate closing levels. These calculations by the calculation agent will be in accordance with the formula for and method of calculating the DJIA<sup>SM</sup> last in effect prior to such discontinuance. If a Successor Index is selected or the calculation agent calculates a value as a substitute for the DJIA<sup>SM</sup>, such Successor Index or value will be substituted for the DJIA<sup>SM</sup> for all purposes.

If at any time the method of calculating the DJIA<sup>SM</sup> or a Successor Index, or the value thereof, is changed in a material respect, or if the DJIA<sup>SM</sup> or a Successor Index in any other way is modified so that such index does not, in the opinion of the calculation agent, fairly represent the value of the DJIA<sup>SM</sup> or such Successor Index had such changes or modifications not been made, then, from and after such time, the calculation agent will notify us and the Trustee and shall make such calculations and adjustments as, in the good faith judgment of the calculation agent, may be necessary in order to arrive at a value of a stock index comparable to the DJIA<sup>SM</sup> or such Successor Index, as the case may be, as if such changes or modifications had not been made, and calculate the closing levels with reference to the DJIA<sup>SM</sup> or such Successor Index, as adjusted. Accordingly, if the method of calculating the DJIA<sup>SM</sup> or a Successor Index is modified so that the value of such index is a fraction of what it would have been if it had not been modified (e.g., due to a split in the index), then the calculation agent shall adjust such index in order to arrive at a value of the DJIA<sup>SM</sup> or such Successor Index as if it had not been modified (e.g., as if such split had not occurred).

"Dow Jones," "Dow Jones Industrial Average<sup>SM</sup>," and "DJIA<sup>SM</sup>" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes. The Corporation's notes based on the Dow Jones Industrial Average<sup>SM</sup> are not sponsored, endorsed, sold, or promoted by Dow Jones and Dow Jones makes no representation regarding the advisability of investing in such product(s).

### **Role of the Calculation Agent**

The calculation agent in its sole discretion will make all determinations regarding the Note, including determinations regarding the Average Value, the Index Performance, the Supplemental Redemption Amount, Market Disruption Events, Successor Indices, and Business

Days. Absent manifest error, all determinations of the calculation agent will be final and binding on the Corporation and the holder of this Note, without any liability on the part of the calculation agent.

The Corporation has initially appointed its affiliate, Banc of America Securities LLC, as the calculation agent, but it may change the calculation agent at any time without notifying the holder of the Note.