

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-A

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

BANK OF AMERICA CORPORATION
(Exact name of registrant as specified in its charter)

COUNTRYWIDE CAPITAL IV
(Exact name of registrant as specified in certificate of trust)

Delaware
(State of incorporation or organization)

Delaware
(State of incorporation or organization)

56-0906609
(IRS Employer Identification No.)

56-6609610
(IRS Employer Identification No.)

BANK OF AMERICA CORPORATION
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices)

28255
(Zip Code)

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

Title of each class to be so registered
6.75% Trust Preferred Securities of Countrywide
Capital IV (and the Guarantees related thereto)

Name of each exchange on which each class is to be registered
New York Stock Exchange

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

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act 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: None

Securities to be registered pursuant to Section 12(g) of the Act: None

INFORMATION REQUIRED IN REGISTRATION STATEMENT

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

The securities to be registered are (i) the 6.75% Trust Preferred Securities (the "Preferred Securities") of Countrywide Capital IV (the "Trust"), a Delaware statutory trust, and (ii) the guarantees related thereto by Bank of America Corporation (the "Corporation"), a Delaware corporation. Payment of amounts due on the Preferred Securities originally was guaranteed, on a subordinated and joint and several basis, fully and unconditionally by each of Countrywide Financial Corporation ("Countrywide") and its wholly-owned subsidiary Countrywide Home Loans, Inc. ("CHL"). In connection with the intended transfer of substantially all of the assets of Countrywide and CHL to the Corporation and its subsidiaries, as part of the consideration for such transfer the Corporation will assume these guarantee obligations of each of Countrywide and CHL. In addition, in connection with this transfer, the Corporation will assume the obligations of Countrywide, as issuer, and CHL, as guarantor, of the 6.75% Junior Subordinated Deferrable Interest Debentures, due April 1, 2033 (the "Junior Subordinated Debentures"), held by the Trust.

The Preferred Securities represent undivided preferred beneficial interests in the assets of the Trust and are guaranteed by the Corporation, to the extent set forth in the form of Preferred Securities Guarantee Agreement (the "Preferred Securities Guarantee"). For a description of the Preferred Securities and the Preferred Securities Guarantee covered by this registration statement, see the descriptions under the captions "Description of the Preferred Securities," "Description of the Preferred Securities Guarantee" and "Description of the Junior Subordinated Debentures and the Related Guarantee," contained in Countrywide's Prospectus Supplement dated April 4, 2003 to the Prospectus dated March 20, 2003 filed with the Securities and Exchange Commission on April 8, 2003. References therein to Countrywide as guarantor of the Preferred Securities or as issuer of the Junior Subordinated Debentures or to CHL as guarantor of the Preferred Securities or as guarantor of the Junior Subordinated Debentures are deemed to be references to the Corporation.

Item 2. Exhibits

- 4.1 Certificate of Trust of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.14 of Countrywide's Form S-3 (Registration No. 333-74042) filed on November 28, 2001.
- 4.2 Declaration of Trust of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.16 of Countrywide's Form S-3 (Registration No. 333-74042) filed on November 28, 2001.
- 4.3 Amended and Restated Declaration of Trust of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.28 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.

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- 4.4 Indenture relating to Junior Subordinated Debentures, dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, incorporated herein by reference to Exhibit 4.26 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
 - 4.5 First Supplemental Indenture, dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, providing for the 6.75% Junior Subordinated Deferrable Interest Debentures Due April 1, 2033 of Countrywide and the related guarantee by CHL, incorporated herein by reference to Exhibit 4.27 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
 - 4.6 Second Supplemental Indenture, dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide, CHL, and The Bank of New York Mellon, as Trustee, incorporated herein by reference to Exhibit 4.6 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on July 8, 2008.
 - 4.7 Form of Third Supplemental Indenture relating to the Junior Subordinated Debentures, by and among the Corporation, Countrywide (formerly Red Oak Merger Corporation), CHL and The Bank of New York Mellon, as Trustee.
 - 4.8 Form of Fourth Supplemental Indenture relating to the Junior Subordinated Debentures, by and among the Corporation, CHL and The Bank of New York Mellon, as Trustee.
 - 4.9 Form of 6.75% Trust Preferred Security (liquidation amount \$25 per Trust Preferred Security) of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.30 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
 - 4.10 Form of 6.75% Junior Subordinated Deferrable Interest Debenture Due April 1, 2033, incorporated herein by reference to Exhibit 4.31 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
 - 4.11 Preferred Securities Guarantee Agreement, dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York, as Preferred Guarantee Trustee, incorporated herein by reference to Exhibit 4.29 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.

SIGNATURES

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

Dated: November 6, 2008

BANK OF AMERICA CORPORATION

By: /s/ TERESA M. BRENNER

Teresa M. Brenner
Associate General Counsel

COUNTRYWIDE CAPITAL IV

By: /s/ PAUL LANE

Paul Lane
Regular Trustee

By: /s/ DEVRA LINDGREN

Devra Lindgren
Regular Trustee

By: /s/ ALLISON GILLIAM

Allison Gilliam
Regular Trustee

INDEX TO EXHIBITS

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4.2	Declaration of Trust of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.16 of Countrywide's Form S-3 (Registration No. 333-74042) filed on November 28, 2001
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4.4	Indenture relating to Junior Subordinated Debentures dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York) as Trustee, incorporated herein by reference to Exhibit 4.26 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
4.5	First Supplemental Indenture, dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, providing for the 6.75% Junior Subordinated Deferrable Interest Debentures due April 1, 2033 of Countryside and the related guarantee of CHL, incorporated herein by reference to Exhibit 4.27 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
4.6	Second Supplemental Indenture, dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide, CHL and The Bank of New York Mellon, as Trustee, incorporated herein by reference to Exhibit 4.6 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on July 8, 2008.
4.7	Form of Third Supplemental Indenture relating to the Junior Subordinated Debentures, by and among the Corporation, Countrywide (formerly Red Oak Merger Corporation), CHL and The Bank of New York Mellon, as Trustee.
4.8	Form of Fourth Supplemental Indenture relating to the Junior Subordinated Debentures, by and among the Corporation, CHL and The Bank of New York Mellon, as Trustee.
4.9	Form of 6.75% Trust Preferred Security (liquidation amount \$25 per Trust Preferred Security) of Countrywide Capital IV, incorporated herein by reference to Exhibit 4.30 of Countrywide's Current Report on Form 8-K

(File No. 1-8422) filed on April 15, 2003.

- 4.10 Form of 6.75% Junior Subordinated Deferrable Interest Debenture due April 1, 2033, incorporated herein by reference to Exhibit 4.31 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.
- 4.11 Preferred Securities Guarantee Agreement, dated as of April 11, 2003, by and among Countrywide, CHL and The Bank of New York, as Preferred Guarantee Trustee, incorporated herein by reference to Exhibit 4.29 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed on April 15, 2003.

BANK OF AMERICA CORPORATION

THIRD SUPPLEMENTAL INDENTURE

Dated as of November __, 2008

Supplementing the Subordinated Indenture dated as of April 11, 2003,
as supplemented by the First Supplemental Indenture dated April 11, 2003,
as supplemented by the Second Supplemental Indenture dated July 1, 2008, among
Countrywide Financial Corporation (formerly Red Oak Merger Corporation),
Countrywide Home Loans, Inc.

and

The Bank of New York Mellon (formerly The Bank of New York), as trustee.

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of November __, 2008 (the "Third Supplemental Indenture"), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (the "Corporation"), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation), a Delaware corporation ("Issuer"), **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation ("Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly The Bank of New York), a New York banking corporation, as trustee (the "Trustee") under the Indenture referred to herein.

WITNESSETH:

WHEREAS, Issuer, Guarantor and the Trustee are parties to a Subordinated Indenture dated as of April 11, 2003, as supplemented by the First Supplemental Indenture dated April 11, 2003, as supplemented by the Second Supplemental Indenture dated July 1, 2008 (the "Indenture"), providing for the issuance of Debt Securities;

WHEREAS, there is outstanding under the terms of the Indenture one or more series of Debt Securities (the "Securities");

WHEREAS, the Corporation and Issuer entered into a Stock Purchase Agreement dated November __, 2008 (the "Stock Purchase Agreement"), pursuant to which Issuer will sell to the Corporation substantially all of Issuer's assets (the "Stock Purchase");

WHEREAS, the Stock Purchase will be consummated on November __, 2008;

WHEREAS, Section 10.01(1) of the Indenture provides that in the case of a conveyance or transfer of substantially all of Issuer's assets to another corporation, the acquiring corporation shall expressly assume by supplemental indenture all the obligations and covenants under the Securities and the Indenture to be performed and observed by Issuer;

WHEREAS, Section 9.01(a) of the Indenture provides that Issuer and Guarantor, with the authorization of their respective Boards of Directors, and the Trustee may amend the Indenture without notice to or consent of any holders of the Securities to evidence the succession to Issuer of a corporation that has acquired by conveyance or transfer substantially all of Issuer's assets and the assumption by the acquiring corporation of the obligations and covenants of Issuer under the Indenture;

WHEREAS, Issuer and Guarantor agreed on a joint and several basis to make guarantee payments and certain other payments set forth in the Preferred Securities Guarantee Agreement dated as of April 11, 2003 by and among Issuer, Guarantor and the Trustee for the benefit of the holders of the Securities (the "Preferred Securities Guarantee Agreement");

WHEREAS, the Corporation wishes to assume all of Issuer's responsibilities and obligations under the Indenture and the Preferred Securities Guarantee Agreement;

WHEREAS, this Third Supplemental Indenture has been duly authorized by all necessary corporate action on the part of each of Issuer, Guarantor and the Corporation;

WHEREAS, the Trustee has determined that this Third Supplemental Indenture is satisfactory to it in form; and

WHEREAS, all things necessary to make this Third Supplemental Indenture a valid indenture and agreement according to its terms have been done.

NOW, THEREFORE, in consideration of these premises, Issuer, Guarantor, the Corporation and the Trustee agree as follows for the equal and ratable benefit of the holders of the Securities:

ARTICLE I
ASSUMPTION BY SUCCESSOR CORPORATION
AND SUPPLEMENTAL PROVISIONS

SECTION 1.1 Assumption of the Securities.

(a) The Corporation hereby represents and warrants that:

(i) it is a corporation organized and existing under the laws of the State of Delaware and is acquiring substantially all of Issuer's assets pursuant to the Stock Purchase Agreement; and

(ii) the execution, delivery and performance of this Third Supplemental Indenture has been duly authorized by the Board of Directors of the Corporation.

(b) The Corporation hereby expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the Securities and the performance of every covenant of the Indenture on the part of Issuer to be performed or observed.

(c) The Corporation is hereby substituted for, and may exercise every right and power of, Issuer under the Indenture, as if the Corporation had been originally named as the issuer.

(d) Issuer is hereby discharged and released from all of its obligations and covenants under the Indenture and the Securities.

SECTION 1.2 Assumption of the Guarantee Agreement.

(a) The Corporation hereby assumes and is substituted for the Issuer under the Preferred Securities Guarantee Agreement and agrees to perform all of Issuer's obligations and responsibilities under the Preferred Securities Guarantee Agreement.

(b) The Issuer is hereby discharged and released from all of its obligations and covenants under the Preferred Securities Guarantee Agreement.

SECTION 1.3 Name in Indenture. Effective November __, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

SECTION 1.4 Name in Guarantee Agreement Effective November __, 2008, the name of Guarantor, as the successor corporation under the Preferred Securities Guarantee Agreement, shall be "Bank of America Corporation."

SECTION 1.5 Trustee's Acceptance. The Trustee hereby accepts this Third Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE II MISCELLANEOUS

SECTION 2.1 Effect of Supplemental Indenture. Upon the later to occur of (i) the execution and delivery of this Third Supplemental Indenture by the Corporation, Issuer, Guarantor and the Trustee and (ii) the effective time of the Stock Purchase, the Indenture shall be supplemented in accordance herewith, and this Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby.

SECTION 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

SECTION 2.3 Indenture and Supplemental Indenture Construed Together. This Third Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Third Supplemental Indenture shall henceforth be read and construed together.

SECTION 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Third Supplemental Indenture is in all respects confirmed and preserved.

SECTION 2.5 Conflict with Trust Indenture Act. If any provision of this Third Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Third Supplemental Indenture, the provision of the TIA shall control. If any provision of this Third Supplemental Indenture modifies or excludes any provision of

the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Third Supplemental Indenture, as the case may be.

SECTION 2.6 Severability. In case any provision in this Third Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.7 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

SECTION 2.8 Addresses for Notice, etc., to the Corporation and Trustee. Any notice or demand which by any provisions of this Third Supplemental Indenture or the Indenture is required or permitted to be given or served by the Trustee or by the holders of Securities to or on the Corporation may be given in the manner specified in the Indenture to the following address:

Bank of America Corporation
Bank of America Corporate Center
100 North Tryon Street
NC1-007-07-13
Corporate Treasury Division
Charlotte, North Carolina 28255
Telephone: (980) 387-3776
Facsimile: (980) 387-8794
Attention: B. Kenneth Burton, Jr.

Together with a copy to:

Bank of America Corporation
Legal Department
NC1-002-29-01
101 South Tryon Street
Charlotte, North Carolina 28255
Telephone: (704) 386-4238
Facsimile: (704) 386-1670
Attention: Teresa M. Brenner, Esq.

SECTION 2.9 Headings. The Article and Section headings of this Third Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Third Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.10 Benefits of Third Supplemental Indenture, etc. Nothing in this Third Supplemental Indenture or the Securities, express or implied, shall give to any

Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Third Supplemental Indenture or the Securities.

SECTION 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Third Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.12 Counterparts. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 2.13 Governing Law. This Second Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed in said State.

SECTION 2.14 Trustee Not Responsible for Recitals. The recitals contained herein (other than the tenth recital) shall be taken as the statements of the Corporation, the Issuer or Guarantor, as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Third Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Third Supplemental Indenture to be duly executed as of the date first written above.

THE CORPORATION:

Bank of America Corporation

By: _____

B. Kenneth Burton, Jr.
Senior Vice President

*Third Supplemental Indenture
Signature Page 1 of 3*

ISSUER:

Countrywide Financial Corporation

By: _____

Anne D. McCallion
Chief Financial Officer

GUARANTOR:

Countrywide Home Loans, Inc.

By: _____

Anne D. McCallion
Senior Managing Director and
Chief Financial Officer

*Third Supplemental Indenture
Signature Page 2 of 3*

THE TRUSTEE:

The Bank of New York Mellon

By: _____
Rafael E. Miranda
Vice President

*Third Supplemental Indenture
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November __, 2008

Supplementing the Subordinated Indenture dated as of April 11, 2003,
as supplemented by the First Supplemental Indenture dated April 11, 2003,
as supplemented by the Second Supplemental Indenture dated July 1, 2008,
as supplemented by the Third Supplemental Indenture dated November __, 2008,

among

Countrywide Financial Corporation (formerly Red Oak Merger Corporation),
Countrywide Home Loans, Inc.

and

The Bank of New York Mellon (formerly The Bank of New York), as trustee.

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of November __, 2008 (the "Fourth Supplemental Indenture"), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation ("Issuer"), **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation ("Guarantor"), and **THE BANK OF NEW YORK MELLON** (formerly The Bank of New York), a New York banking corporation, as trustee (the "Trustee") under the Indenture referred to herein.

WITNESSETH:

WHEREAS, Issuer, Guarantor, Countrywide Financial Corporation (formerly Red Oak Merger Corporation), a Delaware corporation (the "Corporation") and the Trustee are parties to a Subordinated Indenture dated as of April 11, 2003, as supplemented by the First Supplemental Indenture dated April 11, 2003, as supplemented by the Second Supplemental Indenture dated July 1, 2008, as supplemented by the Third Supplemental Indenture ("Third Supplemental Indenture") dated November __, 2008 (collectively, the "Indenture"), providing for the issuance of Debt Securities;

WHEREAS, there is outstanding under the terms of the Indenture one or more series of Debt Securities (the "Securities");

WHEREAS, Issuer and Guarantor entered into an Asset Purchase Agreement dated November __, 2008 (the "Asset Purchase Agreement"), pursuant to which Guarantor will sell to Issuer substantially all of Guarantor's assets (the "Asset Purchase");

WHEREAS, the Asset Purchase will be consummated on November __, 2008;

WHEREAS, Section 10.03(1) of the Indenture provides that in the case of a conveyance or transfer of substantially all of Guarantor's assets to another corporation, the acquiring corporation shall expressly assume by supplemental indenture all the obligations and covenants under the Securities and the Indenture to be performed and observed by Guarantor;

WHEREAS, Section 9.01(a) of the Indenture provides that Issuer and Guarantor, with the authorization of their respective Boards of Directors, and the Trustee may amend the Indenture without notice to or consent of any holders of the Securities to evidence the succession to Guarantor of a corporation that has acquired by conveyance or transfer substantially all of Guarantor's assets and the assumption by the acquiring corporation of the obligations and covenants of Guarantor under the Indenture;

WHEREAS, in connection with the execution of the Third Supplemental Indenture, Issuer expressly assumed all of the Corporation's obligations and covenants pursuant to the Indenture;

WHEREAS, Issuer wishes to assume all of Guarantor's obligations and covenants pursuant to the Indenture;

WHEREAS, the Corporation and Guarantor agreed on a joint and several basis to make guarantee payments and certain other payments set forth in the Preferred Securities Guarantee Agreement dated as of April 11, 2003 by and among the Corporation, Guarantor and the Trustee for the benefit of the holders of the Securities (the "Preferred Securities Guarantee Agreement");

WHEREAS, Issuer wishes to assume all of Guarantor's responsibilities and obligations under the Indenture and the Preferred Securities Guarantee Agreement;

WHEREAS, this Fourth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of each of Issuer, Guarantor and the Corporation;

WHEREAS, the Trustee has determined that this Fourth Supplemental Indenture is satisfactory to it in form; and

WHEREAS, all things necessary to make this Fourth Supplemental Indenture a valid indenture and agreement according to its terms have been done.

NOW, THEREFORE, in consideration of these premises, Issuer, Guarantor, the Corporation and the Trustee agree as follows for the equal and ratable benefit of the holders of the Securities:

**ARTICLE I
ASSUMPTION BY SUCCESSOR CORPORATION
AND SUPPLEMENTAL PROVISIONS**

SECTION 1.1 Assumption of the Guarantees.

(a) Issuer hereby represents and warrants that:

(i) it is a corporation organized and existing under the laws of the State of Delaware and is acquiring substantially all of Guarantor's assets pursuant to the Asset Purchase Agreement; and

(ii) the execution, delivery and performance of this Fourth Supplemental Indenture has been duly authorized by the Board of Directors of Issuer.

(b) Issuer hereby expressly assumes the Guarantees endorsed on the Securities and the performance of every covenant of the Indenture on the part of Guarantor to be performed or observed.

(c) Issuer is hereby substituted for, and may exercise every right and power of, Guarantor under the Indenture, as if Issuer had been originally named as the guarantor.

(d) Guarantor is hereby discharged and released from all of its obligations and covenants under the Indenture and the Securities.

SECTION 1.2 Assumption of the Guarantee Agreement.

(a) Issuer hereby assumes and is substituted for the Guarantor under the Preferred Securities Guarantee Agreement and agrees to perform all of Guarantor's obligations and responsibilities under the Preferred Securities Guarantee Agreement.

(b) The Guarantor is hereby discharged and released from all of its obligations and covenants under the Preferred Securities Guarantee Agreement.

SECTION 1.3 Name in Guarantee Agreement Effective November __, 2008, the name of Guarantor, as the successor corporation under the Preferred Securities Guarantee Agreement, shall be "Bank of America Corporation."

SECTION 1.4 Trustee's Acceptance. The Trustee hereby accepts this Fourth Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

**ARTICLE II
MISCELLANEOUS**

SECTION 2.1 Effect of Supplemental Indenture. Upon the later to occur of (i) the execution and delivery of this Fourth Supplemental Indenture by the Corporation, Issuer, Guarantor and the Trustee and (ii) the effective time of the Asset Purchase, the Indenture shall be supplemented in accordance herewith, and this Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby.

SECTION 2.2 Indenture Remains in Full Force and Effect. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

SECTION 2.3 Indenture and Supplemental Indenture Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

SECTION 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

SECTION 2.5 Conflict with Trust Indenture Act. If any provision of this Fourth Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act (the "TIA") that is required under the TIA to be part of and govern any provision of this Fourth Supplemental Indenture, the provision of the TIA shall

control. If any provision of this Fourth Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Fourth Supplemental Indenture, as the case may be.

SECTION 2.6 Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.7 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

SECTION 2.8 Addresses for Notice, etc., to Issuer and Trustee. Any notice or demand which by any provisions of this Fourth Supplemental Indenture or the Indenture is required or permitted to be given or served by the Trustee or by the holders of Securities to or on Issuer may be given in the manner specified in the Indenture to the following address:

Bank of America Corporation
Bank of America Corporate Center
100 North Tryon Street
NC1-007-07-13
Corporate Treasury Division
Charlotte, North Carolina 28255
Telephone: (980) 387-3776
Facsimile: (980) 387-8794
Attention: B. Kenneth Burton, Jr.

Together with a copy to:

Bank of America Corporation
Legal Department
NC1-002-29-01
101 South Tryon Street
Charlotte, North Carolina 28255
Telephone: (704) 386-4238
Facsimile: (704) 386-1670
Attention: Teresa M. Brenner, Esq.

SECTION 2.9 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.10 Benefits of Fourth Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Fourth Supplemental Indenture or the Securities.

SECTION 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.12 Counterparts. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 2.13 Governing Law. This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed in said State.

SECTION 2.14 Trustee Not Responsible for Recitals. The recitals contained herein (other than the twelfth recital) shall be taken as the statements of the Corporation, the Issuer or Guarantor, as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Fourth Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed as of the date first written above.

ISSUER:

Bank of America Corporation

By: _____

B. Kenneth Burton, Jr.
Senior Vice President

*Fourth Supplemental Indenture
Signature Page 1 of 3*

GUARANTOR:

Countrywide Home Loans, Inc.

By: _____

Anne D. McCallion
Senior Managing Director and Chief
Financial Officer

*Fourth Supplemental Indenture
Signature Page 2 of 3*

THE TRUSTEE:

The Bank of New York Mellon

By: _____

Rafael E. Miranda
Vice President

*Fourth Supplemental Indenture
Signature Page 3 of 3*