

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

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**FORM 8-K**

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**CURRENT REPORT**  
**PURSUANT TO SECTION 13 OR 15(d) OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported):**  
November 7, 2008

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**BANK OF AMERICA CORPORATION**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State of Incorporation)

**1-6523**  
(Commission File Number)

**56-0906609**  
(IRS Employer  
Identification No.)

**100 North Tryon Street**  
**Charlotte, North Carolina 28255**  
(Address of principal executive offices)

**704.386.5681**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**ITEM 8.01. OTHER EVENTS.**

On November 7, 2008, in connection with the integration of Countrywide Financial Corporation (“Countrywide”) with the Registrant’s other businesses and operations, Countrywide and its subsidiary Countrywide Home Loans, Inc. (“CHL”) transferred substantially all of their assets and operations to the Registrant, and as part of the consideration for such transfer, the Registrant assumed debt securities and related guarantees of Countrywide in an aggregate amount of approximately \$16.6 billion. The indentures for all such assumed debt securities and related guarantees are attached as exhibits to this Current Report on Form 8-K.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits.

The following exhibits are filed herewith:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
4.1	Indenture dated as of February 1, 2005 among Countrywide, CHL and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.58 of Countrywide’s Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended March 31, 2006
4.2	First Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.2 of Countrywide’s Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
4.3	Second Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of February 1, 2005
4.4	Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of February 1, 2005
4.5	Indenture dated May 16, 2006 between Countrywide and The Bank of New York, as Trustee, relating to 6.25% Subordinated Notes due May 15, 2016, incorporated herein by reference to Exhibit 4.27 to Countrywide’s Current Report on Form 8-K (File No. 1-8422) filed on May 16, 2006
4.6	First Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of May 16, 2006, incorporated herein by reference to Exhibit 4.1 of Countrywide’s Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008

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- 4.7 Second Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of May 16, 2006
- 4.8 Indenture dated as of January 1, 1992 among CHL, Countrywide and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Registration Statement on Form S-3 (File No. 33-50661) of CHL and Countrywide
- 4.9 Supplemental Indenture No. 1 dated as of June 15, 1995 among CHL, Countrywide and The Bank of New York, as Trustee, to the Indenture dated as of January 1, 1992, incorporated herein by reference to Exhibit 4.9 to Amendment No. 2 to the Registration Statement on Form S-3 (File No. 33-59559) of Countrywide and CHL
- 4.10 Second Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992, incorporated herein by reference to Exhibit 4.3 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.11 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992
- 4.12 Fourth Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992
- 4.13 Indenture dated as of December 1, 2001 among CHL, Countrywide and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.25 to Countrywide's Annual Report on Form 10-K (File No. 1-8422) for the year ended December 31, 2003
- 4.14 First Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001, incorporated herein by reference to Exhibit 4.4 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.15 Second Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001

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- 4.16 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001
- 4.17 Indenture dated as of May 22, 2007, among Countrywide, CHL and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed May 29, 2007
- 4.18 First Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, CHL, Countrywide, the Registrant and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of May 22, 2007, incorporated herein by reference to Exhibit 4.5 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.19 Second Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of May 22, 2007
- 4.20 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of May 22, 2007
- 4.21 Junior Subordinated Indenture dated as of November 8, 2006, by and between Countrywide and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.28 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed November 13, 2006
- 4.22 Supplemental Indenture dated as of November 8, 2006 by and between Countrywide and The Bank of New York, as Trustee, to the Junior Subordinated Indenture dated as of November 8, 2006, incorporated herein by reference to Exhibit 4.29 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed November 13, 2006
- 4.23 Second Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Junior Subordinated Indenture dated as of November 8, 2006, incorporated herein by reference to Exhibit 4.7 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008

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- 4.24 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Junior Subordinated Indenture dated as of November 8, 2006
- 4.25 Subordinated Indenture dated as of April 11, 2003 among Countrywide, CHL and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.26 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed April 15, 2003
- 4.26 First Supplemental Indenture dated as of April 11, 2003 among Countrywide, CHL and The Bank of New York, as Trustee, to the Subordinated Indenture dated as of April 11, 2003, incorporated herein by reference to Exhibit 4.27 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed April 15, 2003
- 4.27 Second Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Subordinated Indenture dated as of April 11, 2003, incorporated herein by reference to Exhibit 4.6 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.28 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Subordinated Indenture dated as of April 11, 2003
- 4.29 Fourth Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Subordinated Indenture dated as of April 11, 2003
- 4.30 Indenture dated as of June 4, 1997, among CHL, Countrywide and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.4 to the Registration Statement on Form S-4 (File No. 333-37047) of CHL and Countrywide
- 4.31 First Supplemental Indenture dated July 1, 2008, among Red Oak Merger Corporation, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of June 4, 1997, incorporated herein by reference to Exhibit 4.8 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.32 Second Supplemental Indenture dated as of November 7, 2008 among the Registrant, CHL, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of June 4, 1997

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- 4.33 Third Supplemental Indenture dated as of November 7, 2008 among the Registrant, Countrywide and The Bank of New York Mellon (formerly The Bank of New York), as Trustee, to the Indenture dated as of June 4, 1997
- 4.34 Trust Deed dated 1<sup>st</sup> May, 1998, among CHL, Countrywide and Bankers Trustee Company Limited, as Trustee, for Euro Medium Notes of CHL, incorporated herein by reference to Exhibit 4.15 to Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended May 31, 1998
- 4.35 First Supplemental Trust Deed dated 16<sup>th</sup> December, 1998, modifying the provisions of the Trust Deed dated 1<sup>st</sup> May 1998, among CHL, Countrywide and Bankers Trustee Company Limited, as Trustee, incorporated herein by reference to Exhibit 4.16 to Countrywide's Annual Report on Form 10-K (File No. 1-8422) for the year ended February 28, 1999
- 4.36 Second Supplemental Trust Deed dated 23<sup>rd</sup> December, 1999, further modifying the provisions of the Trust Deed dated 1<sup>st</sup> May, 1998, among CHL, Countrywide and Bankers Trustee Company Limited, as Trustee, incorporated herein by reference to Exhibit 4.16.3 to Countrywide's Annual Report on Form 10-K (File No. 1-8422) for the year ended February 28, 2001
- 4.37 Third Supplemental Trust Deed dated 12<sup>th</sup> January, 2001, further modifying the provisions of Trust Deed dated 1<sup>st</sup> May, 1998, among CHL, Countrywide and Bankers Trustee Company Limited, as Trustee, incorporated herein by reference to Exhibit 4.16.4 to Countrywide's Annual Report on Form 10-K (File No. 1-8422) for the year ended February 28, 2001
- 4.38 Fourth Supplemental Trust Deed dated 12<sup>th</sup> January, 2002, further modifying the provisions of Trust Deed dated May 1, 1998, among CHL, Countrywide and Bankers Trustee Company Limited, as Trustee, incorporated herein by reference to Exhibit 4.46 of Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended March 31, 2002
- 4.39 Fifth Supplemental Trust Deed dated July 1, 2008, further modifying the provisions of Trust Deed dated May 1, 1998, among Red Oak Merger Corporation, CHL, Countrywide and Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited), as Trustee, incorporated herein by reference to Exhibit 4.10 to Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.40 Form of Sixth Supplemental Trust Deed dated November 7, 2008, further modifying the provisions of Trust Deed dated May 1, 1998, among the Registrant, CHL, Countrywide and Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited)

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- 4.41 Trust Deed between Countrywide, CHL and Deutsche Trustee Company Limited, as Trustee, dated August 15, 2005, incorporated herein by reference to Exhibit 10.108 to Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended September 30, 2005
- 4.42 First Supplemental Trust Deed between Countrywide, CHL and Deutsche Trustee Company Limited, as Trustee, dated August 31, 2006, to the Trust Deed dated August 15, 2005, incorporated herein by reference to Exhibit 4.63 to Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended September 30, 2006
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- 4.44 Form of Third Supplemental Trust Deed, dated November 7, 2008, between the Registrant, Countrywide, CHL and Deutsche Trustee Company Limited, as Trustee, to the Trust Deed dated August 15, 2005
- 4.45 Note Deed Poll, dated as of April 29, 2005, by Countrywide in favor of each person who is from time to time an Australian dollar denominated Noteholder, incorporated herein by reference to Exhibit 10.103 to Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended June 30, 2005
- 4.46 First Supplemental Note Deed Poll, dated July 1, 2008, between Red Oak Merger Corporation and Countrywide to the Note Deed Poll dated April 29, 2005, incorporated herein by reference to Exhibit 4.11 of Countrywide's Current Report on Form 8-K (File No. 1-8422) filed July 8, 2008
- 4.47 Form of Second Supplemental Note Deed Poll, dated November 7, 2008, between the Registrant, Countrywide and CHL, to the Note Deed Poll dated April 29, 2005
- 4.48 Deed Poll Guaranty and Indemnity, dated as of April 29, 2005, by Countrywide in favor of each person who is from time to time an Australian dollar denominated noteholder, incorporated herein by reference to Exhibit 10.104 to Countrywide's Quarterly Report on Form 10-Q (File No. 1-8422) for the quarter ended June 30, 2005
- 4.49 Form of First Supplemental Note Deed Poll Guarantee and Indemnity, dated as of November 7, 2008, by the Registrant and CHL, to the Deed Poll Guaranty and Indemnity dated April 29, 2005

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BANK OF AMERICA CORPORATION**

By: /s/ Teresa M. Brenner  
Teresa M. Brenner  
Associate General Counsel

Dated: November 7, 2008



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## INDEX TO EXHIBITS

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- 4.40 Form of Sixth Supplemental Trust Deed dated November 7, 2008, further modifying the provisions of Trust Deed dated May 1, 1998, among the Registrant, CHL, Countrywide and Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited)

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- 4.49 Form of First Supplemental Note Deed Poll Guarantee and Indemnity, dated as of November 7, 2008, by the Registrant and CHL, to the Deed Poll Guaranty and Indemnity dated April 29, 2005

BANK OF AMERICA CORPORATION

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SECOND SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of February 1, 2005, as supplemented by the  
First 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.

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**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the "Second 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 an Indenture dated as of February 1, 2005, as supplemented by the First 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 7, 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 7, 2008;

**WHEREAS**, Section 901(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 1001(1) 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**, this Second 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 Second Supplemental Indenture is satisfactory to it in form; and

**WHEREAS**, all things necessary to make this Second 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 Second 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 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 Trustee's Acceptance.** The Trustee hereby accepts this Second 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 Second 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 Second 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.

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**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 Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

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

**SECTION 2.5 Conflict with Trust Indenture Act.** If any provision of this Second 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 Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second 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 Second Supplemental Indenture, as the case may be.

**SECTION 2.6 Severability.** In case any provision in this Second 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 Second 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.

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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 Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

**SECTION 2.10 Benefits of Second Supplemental Indenture, etc.** Nothing in this Second 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 Second Supplemental Indenture or the Securities.

**SECTION 2.11 Certain Duties and Responsibilities of the Trustee.** In entering into this Second 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 Second 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 eighth 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 Second Supplemental Indenture.

[Signature Pages Follow]

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

THE CORPORATION:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Second Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Second Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Second Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of February 1, 2005, as supplemented by the  
First Supplemental Indenture dated July 1, 2008, as supplemented by the Second  
Supplemental Indenture dated November 7, 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 7, 2008 (the "Third 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 an Indenture dated as of February 1, 2005, as supplemented by the First Supplemental Indenture dated July 1, 2008, as supplemented by the Second Supplemental Indenture ("Second Supplemental Indenture") dated November 7, 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 7, 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 7, 2008;

**WHEREAS**, Section 903(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 1001(1) 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 Second 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**, this Third Supplemental Indenture has been duly authorized by all necessary corporate action on the part of each of Issuer, Guarantor and the Corporation;



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**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 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 Third 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 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,

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Issuer, Guarantor and the Trustee and (ii) the effective time of the Asset 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 Issuer 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 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.

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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 Third 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.

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**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]

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

ISSUER:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 1 of 3*

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GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of May 16, 2006, as supplemented by the  
First Supplemental Indenture dated July 1, 2008,  
between

Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.



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**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the "Second 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"), and **THE BANK OF NEW YORK MELLON** (formerly The Bank of New York), a New York banking corporation, as trustee (the "Trustee") under the Subordinated Indenture referred to herein.

**WITNESSETH:**

**WHEREAS**, Issuer and the Trustee are parties to a Subordinated Indenture dated as of May 16, 2006, as supplemented by the First Supplemental Indenture dated July 1, 2008 (the "Indenture"), providing for the issuance of Subordinated Debt Securities;

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

**WHEREAS**, the Corporation and Issuer entered into a Stock Purchase Agreement dated November 7, 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 7, 2008;

**WHEREAS**, Section 801(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 901(1) of the Indenture provides that Issuer, with the authorization of its Board 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**, this Second Supplemental Indenture has been duly authorized by all necessary corporate action on the part of each of Issuer and the Corporation;

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

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

**NOW, THEREFORE**, in consideration of these premises, Issuer, 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 Second 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 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 Trustee's Acceptance.** The Trustee hereby accepts this Second 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 Second Supplemental Indenture by the Corporation, Issuer and the Trustee and (ii) the effective time of the Stock Purchase, the Indenture shall be supplemented in accordance herewith, and this Second 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.

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**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 Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

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

**SECTION 2.5 Conflict with Trust Indenture Act.** If any provision of this Second 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 Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second 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 Second Supplemental Indenture, as the case may be.

**SECTION 2.6 Severability.** In case any provision in this Second 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 Second 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.

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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 Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

**SECTION 2.10 Benefits of Second Supplemental Indenture, etc.** Nothing in this Second 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 Second Supplemental Indenture or the Securities.

**SECTION 2.11 Certain Duties and Responsibilities of the Trustee.** In entering into this Second 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 Second 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 eighth recital) shall be taken as the statements of the Corporation or the Issuer, 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 Second Supplemental Indenture.

[Signature Pages Follow]

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

THE CORPORATION:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Second Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Chief Financial Officer

*Second Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Second Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of January 1, 1992, as supplemented by the First Supplemental Indenture  
dated as of June 15, 1995, as supplemented by the  
Second Supplemental Indenture dated July 1, 2008, among  
Countrywide Home Loans, Inc. (formerly Countrywide Funding Corporation),  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation and  
Countrywide Credit Industries, Inc.)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.



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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Third Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (the “Corporation”), **COUNTRYWIDE HOME LOANS, INC.** (formerly Countrywide Funding Corporation), a New York corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation and Countrywide Credit Industries, Inc.), a Delaware 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 an Indenture dated as of January 1, 1992, as supplemented by the First Supplemental Indenture dated as of June 15, 1995, 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 an Asset Purchase Agreement dated November 7, 2008 (the “Asset Purchase Agreement”), pursuant to which Issuer will sell to the Corporation substantially all of Issuer’s assets (the “Asset Purchase”);

**WHEREAS**, the Asset Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 901(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 1001(1) 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**, 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

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**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 Asset 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 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 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.

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**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 Asset 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.

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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 Third 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.

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**SECTION 2.14 Trustee Not Responsible for Recitals.** The recitals contained herein (other than the eighth 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]

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**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: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 1 of 3*

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GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

ISSUER:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*



BANK OF AMERICA CORPORATION

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of January 1, 1992, as supplemented by First Supplemental Indenture  
dated as of June 15, 1995, as supplemented by the  
Second Supplemental Indenture dated July 1, 2008,  
as supplemented by the Third Supplemental Indenture  
dated November 7, 2008,  
among  
Countrywide Home Loans, Inc. (formerly Countrywide Funding Corporation),  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation and  
Countrywide Credit Industries, Inc.)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS FOURTH SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Third Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation and Countrywide Credit Industries, Inc.), a Delaware 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 Home Loans, Inc. (formerly Countrywide Funding Corporation), a New York corporation (the “Corporation”) and the Trustee are parties to an Indenture dated as of January 1, 1992, as supplemented by the First Supplemental Indenture dated as of June 15, 1995, as supplemented by the Second Supplemental Indenture dated July 1, 2008, as supplemented by the Third Supplemental Indenture (“Third Supplemental Indenture”) dated November 7, 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 a Stock Purchase Agreement dated November 7, 2008 (the “Stock Purchase Agreement”), pursuant to which Guarantor will sell to Issuer substantially all of Guarantor’s assets (the “Stock Purchase”);

**WHEREAS**, the Stock Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 903(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 1001(1) 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;

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**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 Stock 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 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.

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**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 Stock 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.

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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 Third 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.

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**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 Fourth Supplemental Indenture.

[Signature Pages Follow]

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

GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Chief Financial Officer

*Fourth Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.  
B. Kenneth Burton, Jr.  
Senior Vice President

*Fourth Supplemental Indenture  
Signature Page 2 of 3*



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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Fourth Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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SECOND SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of December 1, 2001, as supplemented by the  
First Supplemental Indenture dated July 1, 2008,  
among

Countrywide Home Loans, Inc.,  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Second Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (the “Corporation”), **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation), a Delaware 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 an Indenture dated as of December 1, 2001, as supplemented by the First 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 an Asset Purchase Agreement dated November 7, 2008 (the “Asset Purchase Agreement”), pursuant to which Issuer will sell to the Corporation substantially all of Issuer’s assets (the “Asset Purchase”);

**WHEREAS**, the Asset Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 901(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 1001(1) 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**, this Second 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 Second Supplemental Indenture is satisfactory to it in form; and

**WHEREAS**, all things necessary to make this Second 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 Asset Purchase Agreement; and

(ii) the execution, delivery and performance of this Second 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 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 Trustee's Acceptance.** The Trustee hereby accepts this Second 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 Second 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 Second 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 Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

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

**SECTION 2.5 Conflict with Trust Indenture Act.** If any provision of this Second 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 Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second 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 Second Supplemental Indenture, as the case may be.

**SECTION 2.6 Severability.** In case any provision in this Second 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 Second 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.

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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 Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

**SECTION 2.10 Benefits of Second Supplemental Indenture, etc.** Nothing in this Second 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 Second Supplemental Indenture or the Securities.

**SECTION 2.11 Certain Duties and Responsibilities of the Trustee.** In entering into this Second 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 Second 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.

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**SECTION 2.14 Trustee Not Responsible for Recitals.** The recitals contained herein (other than the eighth 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 Second Supplemental Indenture.

[Signature Pages Follow]

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

THE CORPORATION:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Second Supplemental Indenture*  
*Signature Page 1 of 3*



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GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

ISSUER:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Second Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Second Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of December 1, 2001, as supplemented by the  
First Supplemental Indenture dated July 1, 2008,  
as supplemented by the  
Second Supplemental Indenture dated November 7, 2008,

among

Countrywide Home Loans, Inc.,  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Third Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation), a Delaware 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 Home Loans, Inc. (formerly Countrywide Funding Corporation), a New York corporation (the “Corporation”) and the Trustee are parties to an Indenture dated as of December 1, 2001, as supplemented by the First Supplemental Indenture dated July 1, 2008, as supplemented by the Second Supplemental Indenture (“Second Supplemental Indenture”) dated November 7, 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 a Stock Purchase Agreement dated November 7, 2008 (the “Stock Purchase Agreement”), pursuant to which Guarantor will sell to Issuer substantially all of Guarantor’s assets (the “Stock Purchase”);

**WHEREAS**, the Stock Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 903(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 1001(1) 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 Second 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;

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**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 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 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 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 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.

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**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 Issuer 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 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.

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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 Third 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,

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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]



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

GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Chief Financial Office

*Third Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated as of May 22, 2007,  
as supplemented by the First Supplemental Indenture dated July 1, 2008, among  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation),  
Bank of America Corporation,  
Countrywide Home Loans, Inc.  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the "Second 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, the Corporation and the Trustee are parties to an Indenture dated as of May 22, 2007, as supplemented by the First Supplemental Indenture dated July 1, 2008 (the "Indenture"), providing for the issuance of Series A Debentures and Series B Debentures (collectively, the "Securities");

**WHEREAS**, the Corporation and Issuer entered into a Stock Purchase Agreement dated November 7, 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 7, 2008;

**WHEREAS**, Section 5.01(a) of the Indenture provides that in the case of a conveyance or transfer of substantially all of Issuer's or 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 Issuer or Guarantor, as the case may be;

**WHEREAS**, Section 9.01(g) of the Indenture provides that Issuer, Guarantor and the Trustee may amend the Indenture without notice to or consent of any Securityholder 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 or Guarantor under the Indenture;

**WHEREAS**, Section 9.01(k) of the Indenture provides that Issuer, Guarantor and the Trustee may amend the Indenture without notice to or consent of any Securityholder to make other changes to the Indenture so long as no such change individually or in the aggregate with all other such changes has or will have in the aggregate a material adverse effect on the interests of the Holders of the Securities;

**WHEREAS**, this Second 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 Second Supplemental Indenture is satisfactory to it in form; and

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**WHEREAS**, all things necessary to make this Second 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 Second 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 obligation of the Issuer under the Securities and the Indenture 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 of the Securities.

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

**SECTION 1.2 Name in Indenture.**

(a) Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 Amendments to the Indenture.** In connection with the Stock Purchase, the Indenture is hereby amended as follows:

(a) Definitions in Section 101 are hereby amended as follows:

(i) The following definitions are deleted in their entirety:

"Company Change of Control"

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“Company Stock”

“Parent”

(ii) The following definitions are added to Section 101:

“Change of Control” means the occurrence at such time after November 7, 2008 when any of the following has occurred:

(1) a “person” or “group” within the meaning of Section 13(d)(3) of the Exchange Act files a Schedule 13D or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of shares of Common Stock representing more than 50% of the Voting Stock; or

(2) the first day on which a majority of the members of the Board of Directors of the Company does not consist of Continuing Directors; or

(3) a consolidation, merger or binding share exchange, or any conveyance, transfer, sale, lease or other disposition of all or substantially all of the Company’s properties and assets to another person, other than:

(a) any transaction (i) that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of the Company’s Capital Stock or (ii) pursuant to which holders of the Company’s Capital Stock immediately prior to such transaction have the entitlement to exercise rights to, directly or indirectly, 50% or more of the total Voting Stock of the continuing or surviving or successor person immediately after giving effect to such issuance; or

(b) any merger, share exchange, transfer of assets or similar transaction solely for the purpose of changing the Company’s jurisdiction of incorporation and resulting in a reclassification, conversion or exchange of outstanding shares of Common Stock, if at all, solely into shares of common stock, ordinary shares or American Depositary Shares of the surviving entity or a direct or indirect parent of the surviving entity; or

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(c) any consolidation, merger, conveyance, transfer, sale, lease or other disposition of the Company with or into a Subsidiary, so long as such merger, consolidation, conveyance, transfer, sale, lease or other disposition is not part of a plan or a series of transactions designed to or having the effect of merging or consolidating with or conveying, transferring, selling, leasing or otherwise disposing of all or substantially all of the Company's properties and assets to any other person.

The term "person" as used in this definition includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act.

(iii) The following definitions are amended and restated in their entirety to read as follows:

"Board of Directors" means either the board of directors of the Company or any duly authorized committee of such board.

"Company" means Bank of America Corporation, a Delaware corporation, until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, shall mean such successor. The foregoing sentence shall likewise apply to any subsequent successor or successors.

"Common Stock" means the common stock, par value \$0.01 per share, of the Company existing on the date of the execution of the First Supplemental Indenture dated July 1, 2008, among Countrywide Financial Corporation, Guarantor, the Company and the Trustee, or any other shares of Capital Stock of the Company into which such Common Stock shall be reclassified or changed, including, subject to Section 10.05 below, in the event of a merger, consolidation or other similar transaction involving the Company that is otherwise permitted hereunder in which the Company is not the surviving person, the common stock of such surviving corporation.

"Continuing Director" means a director who either was a member of the Board of Directors on July 1, 2008 or who becomes a member of the Board of Directors subsequent to that date and whose appointment, election or nomination for election is duly approved by a majority of the Continuing Directors on the Board of Directors at the time of such approval, either by specific vote or by approval of the proxy statement issued by the Company on behalf of the applicable Board of Directors in which such individual is named as nominee for director.

"Fundamental Change" will be deemed to have occurred upon a Change of Control.



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“Subsidiary” of a subject person means any person of which at least a majority of the outstanding Voting Stock shall at the time directly or indirectly be owned or controlled by the Company or by one or more Subsidiaries or by the Company and one or more Subsidiaries.

(iv) All references in the Indenture to “Parent Change of Control” shall mean “Change of Control”.

(v) All references in the Indenture to “Parent” shall mean the Company.

(b) Article 4 is hereby amended as follows:

(i) Section 4.02 is hereby amended and restated in its entirety to read as follows:

“Section 4.02. *SEC and Other Reports.* The Company shall deliver to the Trustee, within 15 days after it files such annual and quarterly reports, information, documents and other reports with the SEC, copies of its annual report and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. Notwithstanding the foregoing the Company shall be deemed, for purposes of this Section 4.02, to have furnished or delivered reports to the Trustee if (i) such reports are filed with the SEC via the EDGAR filing system, (ii) such reports are currently available on the SEC’s website, and (iii) the Company electronically delivers to the Trustee a link to the EDGAR filing each time the Company files such a report. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee’s receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company’s compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer’s Certificates).”

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(c) Article 5 is hereby amended as follows:

(i) Section 5.01 is hereby amended and restated in its entirety to read as follows:

“Section 5.01. *When Company and Guarantor May Merge or Transfer Assets.* Neither the Company nor the Guarantor shall consolidate with or merge with or into any other person or convey, transfer, sell, lease or otherwise dispose of all or substantially all of its properties and assets to any person, unless:

(a) either (1) the Company or the Guarantor, as the case may be, is the continuing person in the case of a merger or consolidation, or (2) the resulting, surviving or transferee person (the “successor person”) (if other than the Company or the Guarantor) will be a corporation or limited liability company (*provided that* the successor may be a limited liability company only if the Securities remain convertible into the common stock of a corporation) organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (*provided that* the successor need not be organized and existing under the laws of the United States, any State thereof or the District of Columbia if independent tax counsel experienced in such matters delivers an opinion to the Company stating that, under then existing laws, there would be no adverse tax consequences to the Holders of Securities in the event the successor was not so organized and existing) and the successor person (if not the Company or the Guarantor, as the case may be) will expressly assume, by indenture supplemental hereto, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee in the case of the Company, all of the obligations of the Company under the Securities and this Indenture, or in the case of the Guarantor, the Guarantor’s obligations under the Guarantee;

(b) immediately after giving effect to such transaction no Default or Event of Default shall have occurred and be continuing; and

(c) the Company shall have delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer, sale, lease or other disposal and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article 5 and that all conditions precedent herein provided relating to such transaction have been satisfied.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise) of the properties and assets of one or more Subsidiaries (other than to the Company, the Guarantor or another Subsidiary), which, if such assets were owned by the Company or the Guarantor, as applicable, would constitute all or substantially all of the properties and assets of the Company, the Guarantor and their Subsidiaries, taken as a whole, shall be deemed to be the transfer of all or substantially all of the properties and assets of Company or the Guarantor, as applicable.

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The successor person formed by such consolidation or into which the Company or the Guarantor, as applicable, is merged or the successor person to which such conveyance, transfer, sale, lease or other disposition is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company or the Guarantor, as applicable, under this Indenture with the same effect as if such successor had been named as the Company or the Guarantor, as applicable herein; and thereafter, except in the case of a lease and obligations the Company or the Guarantor, as applicable, may have under a supplemental indenture, the Company or the Guarantor, as applicable shall be discharged from all obligations and covenants under this Indenture and the Securities. Subject to Section 9.06, the Company, the Guarantor, the Trustee and the successor person shall enter into a supplemental indenture to evidence the succession and substitution of such successor person and such discharge and release of the Company and/or the Guarantor, as applicable.”

(d) Article 6 is hereby amended as follows:

(i) Section 6.01(e) is hereby amended and restated in its entirety to read as follows:

“(e) the Company or the Guarantor fails to perform or observe any covenant applicable to such series of Securities and provided in this Indenture, the Guarantee, or in the relevant Securities for 90 days after written notice to the Company from the Trustee, or to the Company and the Trustee from the Holders of at least 25% in principal amount of the outstanding Securities of such series has been received by the Company;”

(ii) Sections 6.01(g) and (h) are each hereby amended by replacing each occurrence of “the Company, Parent or the Guarantor” with “the Company or the Guarantor.”

(e) Article 9 is hereby amended as follows:

(i) Section 9.01(f) is hereby amended and restated in its entirety to read as follows:

“(f) provide for conversion rights of Holders of Securities if any reclassification or change of the Common Stock or any consolidation, merger or sale of all or substantially all of the Company’s assets occurs;”

(ii) Section 9.01(g) is hereby amended by replacing the term “the Company’s and Parent’s” with “the Company’s.”

(f) Article 10 is hereby amended as follows:

(i) Section 10.09(d) is hereby amended by replacing “the Company or Parent” with “the Company.”

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(g) Article 14 is hereby amended as follows:

(i) Section 14.01 is hereby amended by replacing the term "Company or Parent" with "Company."

(h) Article 15 is hereby amended as follows:

(i) Section 15.02 is hereby amended and restated in its entirety to read as follows:

"Section 15.02. Notices. Any request, demand, authorization, direction notice, waiver, consent or communication by the Company, the Guarantor or the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows or transmitted by facsimile transmission to the following facsimile numbers:

if to the Company:

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.

if to the Guarantor:

Countrywide Home Loans, Inc.  
4500 Park Granada  
MS CH-11A  
Calabasas, CA 91302  
Attention: Chief Legal Officer

together, in the case of notices to the Company or the Guarantor, 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.

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if to the Trustee:

The Bank of New York Mellon  
101 Barclay Street, Floor 8W  
New York, New York 10286  
Attn: Corporate Trust Administration  
Facsimile: (212) 815-5131

The Company, the Guarantor or the Trustee by notice given to the other in the manner provided above may designate additional or different addresses for subsequent notices or communications.

Any notice or communication given to a Securityholder shall be delivered to the Securityholder, in accordance with the procedures of the Registrar or by first-class mail, postage prepaid, at the Securityholder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not received by the addressee; provided, however, that no notice to the Trustee shall be deemed to be duly given unless and until the Trustee actually receives same at the address given above.

If the Company mails a notice or communication to the Securityholders, it shall mail a copy to the Trustee and each Registrar, Paying Agent, Conversion Agent or co-registrar."

(ii) Section 15.10 is hereby amended by replacing the term "the Company or Parent" with "the Company."

(iii) Section 15.13 is hereby amended by replacing the terms "the Company and Parent" with "the Company" and "the Company's and Parent's" with "the Company's."

**SECTION 1.4 Trustee's Acceptance.** The Trustee hereby accepts this Second 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 Second 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 Second 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.

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**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 Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

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

**SECTION 2.5 Conflict with Trust Indenture Act.** If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with any provision of the TIA that is required under the TIA to be part of and govern any provision of this Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second 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 Second Supplemental Indenture, as the case may be.

**SECTION 2.6 Severability.** In case any provision in this Second 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 Headings.** The Article and Section headings of this Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

**SECTION 2.9 Benefits of Second Supplemental Indenture, etc.** Nothing in this Second 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 Second Supplemental Indenture or the Securities.

**SECTION 2.10 Certain Duties and Responsibilities of the Trustee.** In entering into this Second 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.

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**SECTION 2.11 Counterparts.** The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

**SECTION 2.12 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 2.13 Trustee Not Responsible for Recitals.** The recitals contained herein (other than the eighth recital) shall be taken as the statements of 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 Second Supplemental Indenture.

[Signature Pages Follow]

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

THE CORPORATION:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Second Supplemental Indenture*  
*Signature Page 1 of 3*



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ISSUER:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Second Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Second Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated as of May 22, 2007,  
as supplemented by the First Supplemental Indenture dated July 1, 2008,  
as supplemented by the Second Supplemental Indenture dated November 7, 2008,  
among  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation),  
Countrywide Home Loans, Inc.,  
Bank of America Corporation  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Third 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 an Indenture dated as of May 22, 2007, as supplemented by the First Supplemental Indenture dated July 1, 2008, as supplemented by the Second Supplemental Indenture (“Second Supplemental Indenture”) dated November 7, 2008 (the “Indenture”), providing for the issuance of Series A Debentures and Series B Debentures (collectively, the “Securities”);

**WHEREAS**, Issuer and Guarantor entered into an Asset Purchase Agreement dated November 7, 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 7, 2008;

**WHEREAS**, Section 5.01(a) of the Indenture provides that in the case of a conveyance or transfer of substantially all of Issuer’s or 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 Issuer or Guarantor, as the case may be;

**WHEREAS**, Section 9.01(k) of the Indenture provides that Issuer, Guarantor and the Trustee may amend the Indenture without notice to or consent of any Securityholder to make other changes to the Indenture so long as no such change individually or in the aggregate with all other such changes has or will have in the aggregate a material adverse effect on the interests of the Holders of the Securities;

**WHEREAS**, in connection with the execution of the Second 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**, 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

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**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 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 Third Supplemental Indenture has been duly authorized by the Board of Directors of Issuer.

(b) Issuer hereby expressly assumes Guarantor's obligations under Guarantee's 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 of the Securities.

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

**SECTION 1.2 Amendments to the Indenture.** In connection with the Asset Purchase, the Indenture is hereby amended as follows:

(a) Article 15 is hereby amended as follows:

(i) The address set forth in Section 15.02 for Guarantor is hereby amended and restated in its entirety to read as follows:

if to the Guarantor:

Bank of America Corporation  
Bank of America Corporate Center  
100 North Tryon Street  
NC1-007-07-13

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Corporate Treasury Division  
Charlotte, North Carolina 28255  
Telephone: (980) 387-3776  
Facsimile: (980) 387-8794  
Attention: B. Kenneth Burton, Jr.

**SECTION 1.3 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 Asset 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 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.

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**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 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 2.9 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 2.10 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 2.11 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 2.12 Governing Law.** This Third 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 2.13 Trustee Not Responsible for Recitals.** The recitals contained herein (other than the ninth recital) shall be taken as the statements of 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]

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

ISSUER:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 1 of 3*



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GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and Chief  
Financial Officer

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of November 8, 2006, as supplemented by the Supplemental Indenture dated  
November 8, 2006, as supplemented by  
the Second Supplemental Indenture dated July 1, 2008,  
between  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 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”), 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 and the Trustee are parties to an Indenture dated as of November 8, 2006, as supplemented by the Supplemental Indenture dated as of November 8, 2006, 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 notes as Debt Securities (the “Securities”);

**WHEREAS**, the Corporation and Issuer entered into a Stock Purchase Agreement dated November 7, 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 7, 2008;

**WHEREAS**, Section 8.1(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 9.1(1) of the Indenture provides that Issuer, with the authorization of its Board 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 agreed to make guarantee payments and certain other payments set forth in the Guarantee Agreement dated as of November 8, 2006 by and between Issuer and the Trustee for the benefit of the holders of the Securities (the “Guarantee Agreement”);

**WHEREAS**, Issuer is a party to that certain Replacement Capital Covenant dated as of November 8, 2006 (the “Replacement Capital Covenant”) in favor of and for the benefit of each Covered Debtholder (as such term is defined in the Replacement Capital Covenant), pursuant to which Issuer has agreed to certain covenants and restrictions with regard to the repayment, redemption or purchase of the Securities, as more particular set forth in the Replacement Capital Covenant;

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**WHEREAS**, the Corporation wishes to assume all of Issuer's responsibilities and obligations under the Indenture, the Replacement Capital Covenant and the Guarantee Agreement;

**WHEREAS**, this Third Supplemental Indenture has been duly authorized by all necessary corporate action on the part of each of Issuer 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, 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.

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**SECTION 1.2 Assumption of the Guarantee Agreement.**

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

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

**SECTION 1.3 Assumption of the Replacement Capital Covenant.**

(a) The Corporation hereby agrees to perform all of Issuer's obligations and responsibilities under the Replacement Capital Covenant and is hereby substituted for Issuer for all purposes thereunder.

(b) The Issuer is hereby discharged and released from all of its obligations and covenants under the Replacement Capital Covenant.

**SECTION 1.4 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.5 Name in Guarantee Agreement** Effective November 7, 2008, the name of the guarantor, as the successor corporation under the Guarantee Agreement, shall be "Bank of America Corporation."

**SECTION 1.6 Name in Replacement Capital Covenant** Effective November 7, 2008, the name of the successor corporation under the Replacement Capital Covenant shall be "Bank of America Corporation."

**SECTION 1.7 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, 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.

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**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.

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**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 Third 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 eleventh recital) shall be taken as the statements of the Corporation or the Issuer, 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]



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**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: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 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.

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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 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 7, 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 7, 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;

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**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 7, 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 7, 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



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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]

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**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: /s/ B. Kenneth Burton, Jr.  
B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Chief Financial Officer

GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda \_\_\_\_\_

Rafael E. Miranda  
Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

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FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 7, 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 7, 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.

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**THIS FOURTH SUPPLEMENTAL INDENTURE**, dated as of November 7, 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 7, 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 7, 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 7, 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;

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**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.

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(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 7, 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.

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**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]

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**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: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Fourth Supplemental Indenture  
Signature Page 1 of 3*

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GUARANTOR:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion \_\_\_\_\_

Anne D. McCallion  
Senior Managing Director and Chief  
Financial Officer

*Fourth Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda \_\_\_\_\_

Rafael E. Miranda  
Vice President

*Fourth Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of June 4, 1997,  
as supplemented by the First Supplemental Indenture dated July 1, 2008,  
among  
Countrywide Home Loans, Inc.,  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS SECOND SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Second Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (the “Corporation”), **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation), a Delaware 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 an Indenture dated as of June 4, 1997, as supplemented by the First 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 an Asset Purchase Agreement dated November 7, 2008 (the “Asset Purchase Agreement”), pursuant to which Issuer will sell to the Corporation substantially all of Issuer’s assets (the “Asset Purchase”);

**WHEREAS**, the Asset Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 10.2 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 11.1(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**, this Second 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 Second Supplemental Indenture is satisfactory to it in form; and

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

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**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 Asset Purchase Agreement; and

(ii) the execution, delivery and performance of this Second 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 Name in Indenture.** Effective November 7, 2008, the name of Issuer, as the successor corporation under the Indenture, shall be "Bank of America Corporation."

**SECTION 1.3 Trustee's Acceptance.** The Trustee hereby accepts this Second 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 Second 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 Second Supplemental



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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 Second Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Second Supplemental Indenture shall henceforth be read and construed together.

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

**SECTION 2.5 Conflict with Trust Indenture Act.** If any provision of this Second 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 Second Supplemental Indenture, the provision of the TIA shall control. If any provision of this Second 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 Second Supplemental Indenture, as the case may be.

**SECTION 2.6 Severability.** In case any provision in this Second 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 Second 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.

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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 Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

**SECTION 2.10 Benefits of Second Supplemental Indenture, etc.** Nothing in this Second 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 Second Supplemental Indenture or the Securities.

**SECTION 2.11 Certain Duties and Responsibilities of the Trustee.** In entering into this Second 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 Second 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.

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**SECTION 2.14 Trustee Not Responsible for Recitals.** The recitals contained herein (other than the eighth 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 Second Supplemental Indenture.

[Signature Pages Follow]

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

THE CORPORATION:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Second Supplemental Indenture  
Signature Page 1 of 3*

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GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Chief Financial Officer

ISSUER:

**Countrywide Home Loans, Inc.**

By: /s/ Anne D. McCallion  
Anne D. McCallion  
Senior Managing Director and  
Chief Financial Officer

*Second Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Second Supplemental Indenture  
Signature Page 3 of 3*

BANK OF AMERICA CORPORATION

THIRD SUPPLEMENTAL INDENTURE

Dated as of November 7, 2008

Supplementing the Indenture dated  
as of June 4, 1997,  
as supplemented by the First Supplemental Indenture dated July 1, 2008,  
as supplemented by the Second Supplemental Indenture dated November 7, 2008,  
among  
Countrywide Home Loans, Inc.,  
Countrywide Financial Corporation (formerly Red Oak Merger Corporation)  
and  
The Bank of New York Mellon (formerly The Bank of New York), as trustee.

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**THIS THIRD SUPPLEMENTAL INDENTURE**, dated as of November 7, 2008 (the “Third Supplemental Indenture”), is made by and among **BANK OF AMERICA CORPORATION**, a Delaware corporation (“Issuer”), **COUNTRYWIDE FINANCIAL CORPORATION** (formerly Red Oak Merger Corporation), a Delaware 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 Home Loans, Inc., a New York corporation (the “Corporation”) and the Trustee are parties to an Indenture dated as of June 4, 1997, as supplemented by the First Supplemental Indenture dated July 1, 2008, as supplemented by the Second Supplemental Indenture (“Second Supplemental Indenture”) dated November 7, 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 a Stock Purchase Agreement dated November 7, 2008 (the “Stock Purchase Agreement”), pursuant to which Guarantor will sell to Issuer substantially all of Guarantor’s assets (the “Stock Purchase”);

**WHEREAS**, the Stock Purchase will be consummated on November 7, 2008;

**WHEREAS**, Section 10.2 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 11.1(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 Second 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;



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**WHEREAS**, Guarantor agreed to make guarantee payments and certain other payments set forth in the Guarantee Agreement dated as of June 4, 1997 by and between Guarantor and the Trustee for the benefit of the holders of the Securities (the "Guarantee Agreement");

**WHEREAS**, Issuer wishes to assume all of Guarantor's responsibilities and obligations under the Indenture and the 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 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 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 Issuer.

(b) Issuer hereby expressly assumes the performance of all obligations under the Guarantees and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be kept or performed by Guarantor.

(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.

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**SECTION 1.2 Assumption of the Guarantee Agreements.**

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

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

**SECTION 1.3 Name in Guarantee Agreement** Effective November 7, 2008, the name of guarantor, as the successor corporation under the Guarantee Agreement, shall be "Bank of America Corporation."

**SECTION 1.4 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.

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**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 Issuer 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 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 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.

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**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 Third 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 Third Supplemental Indenture.

[Signature Pages Follow]

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

GUARANTOR:

**Countrywide Financial Corporation**

By: /s/ Anne D. McCallion

Anne D. McCallion  
Chief Financial Officer

*Third Supplemental Indenture  
Signature Page 1 of 3*

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ISSUER:

**Bank of America Corporation**

By: /s/ B. Kenneth Burton, Jr.

B. Kenneth Burton, Jr.  
Senior Vice President

*Third Supplemental Indenture  
Signature Page 2 of 3*

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THE TRUSTEE:

**The Bank of New York Mellon**

By: /s/ Rafael E. Miranda

Rafael E. Miranda

Vice President

*Third Supplemental Indenture  
Signature Page 3 of 3*



Sixth Supplemental Trust Deed

Bank of America Corporation

and

Countrywide Home Loans, Inc.

and

Countrywide Financial Corporation

and

Deutsche Trustee Company Limited

Supplementing the Trust Deed dated 1 May 1998 as modified and restated by the First Supplemental Trust Deed dated 16 December 1998, the Second Supplemental Trust Deed dated 23 December 1999, the Third Supplemental Trust Deed dated 12 January 2001, the Fourth Supplemental Trust Deed dated 29 January 2002 and the Fifth Supplemental Trust Deed dated 1 July 2008

7 November 2008



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**THIS SIXTH SUPPLEMENTAL TRUST DEED** dated 7 November 2008 (the “**Sixth Supplemental Trust Deed**”) is made

**BETWEEN:**

- (1) **BANK OF AMERICA CORPORATION**, a Delaware corporation (“**BAC**”);
- (2) **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation (“**CHL**”);
- (3) **COUNTRYWIDE FINANCIAL CORPORATION**, formerly Red Oak Merger Corporation, a Delaware corporation (“**CFC**”); and
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated with limited liability in England and Wales, as Trustee (the “**Trustee**”) under the Trust Deed referred to herein.

**WHEREAS**

- (A) CHL, CFC and the Trustee are parties to a Trust Deed dated 1 May 1998, as modified and restated by the First Supplemental Trust Deed dated 16 December 1998, as supplemented by the Second Supplemental Trust Deed dated 23 December 1999, the Third Supplemental Trust Deed dated 12 January 2001, the Fourth Supplemental Trust Deed dated 29 January 2002 and the Fifth Supplemental Trust Deed dated 1 July 2008 (as amended and supplemented, the “**Trust Deed**”), providing for the issuance of Notes by CHL, as Issuer thereunder.
- (B) There is outstanding under the terms of the Trust Deed one or more series of Notes (the “**Securities**”).
- (C) Amongst others, BAC and CHL have entered into an Asset Purchase Agreement (the “**CHL Purchase Agreement**”) dated as of 7 November, 2008 pursuant to which BAC will purchase substantially all of the properties and assets of CHL (the “**CHL Acquisition**”) the consideration for which will include the assumption by BAC of the indebtedness of CHL under the Trust Deed (the “**CHL Assumption**”).
- (D) The CHL Acquisition and the CHL Assumption are expected to be effective as of 7 November, 2008.
- (E) Clause 19(D)(1) of the Trust Deed provides that in the case of a conveyance and transfer of the properties and assets of CHL substantially as an entirety to a corporation organised and existing under the laws of the United States of America, any political subdivision thereof or any state thereof, the transferee shall expressly assume by a supplemental trust deed all the obligations and covenants under the Securities and the Trust Deed to be performed and observed by CHL.
- (F) Amongst others, BAC and CFC have entered into a Stock Purchase Agreement (the “**CFC Purchase Agreement**”) dated as of 7 November, 2008 pursuant to which BAC will purchase substantially all of the properties and assets of CFC (the “**CFC Acquisition**”) the consideration for which will include the assumption by BAC of the indebtedness of CFC under the Securities and the Trust Deed (the “**CFC Assumption**”).
- (G) The CFC Acquisition and the CFC Assumption are expected to be effective as of 7 November, 2008.
- (H) Clause 19(D)(3) of the Trust Deed provides that in the case of a conveyance and transfer of the properties and assets of CFC substantially as an entirety to a corporation organised and existing under the laws of the United States of America, any political subdivision thereof or any state thereof, the transferee shall expressly assume by a supplemental trust deed the obligations of CFC contained in clause 7 of the Trust Deed and the performance of every covenant under the Securities and the Trust Deed to be performed and observed by CFC.

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- (I) This Sixth Supplemental Trust Deed has been duly authorised by all necessary corporate action on the part of each of BAC, CHL and CFC.
  - (J) The Trustee has determined that this Sixth Supplemental Trust Deed is proper and satisfactory in form.
  - (K) All things necessary to make this Sixth Supplemental Trust Deed a valid trust deed and agreement according to its terms have been done.
  - (L) In consideration of these premises, BAC, CHL, CFC and the Trustee agree as follows for the benefit of the holders of the Securities.

**THE PARTIES AGREE AS FOLLOWS:**

**1. ASSUMPTION BY SUCCESSOR CORPORATION AND SUPPLEMENTAL PROVISIONS**

**1.1 The Representations and Warranties**

With effect on and from the Effective Date (as defined in Clause 2.1) BAC represents and warrants that:

- (a) it is a corporation organised and existing under the laws of the State of Delaware and is the transferee of the properties and assets of each of CHL and CFC in each case substantially as an entirety; and
- (b) the execution, delivery and performance of this Sixth Supplemental Trust Deed has been duly authorised by the Board of Directors of BAC.

**1.2 Assumption of Indebtedness from CHL**

- (a) The parties hereto agree that with effect on and from the Effective Date:
  - (i) BAC hereby expressly takes over and assumes the due and punctual payment of the principal of and any interest on all the Securities and the due and punctual performance of all obligations and the performance of every covenant of the Trust Deed on the part of the Issuer (as defined in the Trust Deed) to be performed or observed;
  - (ii) all the rights, obligations and liabilities of CHL under or in respect of the Securities and under the Trust Deed shall be taken over and assumed by BAC including, but without limiting the generality of the foregoing, the obligation to pay (a) interest on the Securities accrued up to and including the Effective Date but unpaid and (b) all other moneys payable in respect of the Securities or under or pursuant to the Trust Deed accrued up to and including, or payable prior to, the Effective Date but unpaid, and any other amounts payable under the Securities and under the Trust Deed; and
  - (iii) all the terms, provisions and conditions of the Trust Deed and the Securities and theretofore applying to CHL shall apply to BAC in all respects as if BAC had been a party to the Trust Deed in place of CHL and the Trust Deed in respect thereof shall be read and construed as if all references therein to CHL were references to BAC.
- (b) BAC hereby covenants with the Trustee that with effect on and from the Effective Date it will duly observe and perform and be bound by all of the covenants (including, but without limiting the generality of the foregoing, any covenant to

pay), conditions and provisions of the Trust Deed, the Securities issued under the Programme by CHL and the Conditions of the Securities as prior thereto have been expressed to be binding on CHL.

### 1.3 Assumption of Obligations from CFC

- (a) The parties hereto agree that with effect on and from the Effective Date:
- (i) all the obligations of CFC under or in respect of the Trust Deed and the performance of every covenant under the Trust Deed shall be taken over and assumed by BAC; and
  - (ii) all the terms, provisions and conditions of the Trust Deed and theretofore applying to CFC shall apply to BAC in all respects as if BAC had been a party to the Trust Deed in place of CFC and the Trust Deed in respect thereof shall be read and construed as if all references therein to CFC were references to BAC.
- (b) BAC hereby covenants with the Trustee that with effect on and from the Effective Date it will duly observe and perform and be bound by all of the covenants (including, but without limiting the generality of the foregoing, any covenant to pay), conditions and provisions of the Trust Deed.

### 1.4 Name

Effective on and from the Effective Date, the name of the Issuer and the Guarantor (each as defined in the Trust Deed) shall be "Bank of America Corporation", as the successor corporation under the Trust Deed.

### 1.5 Trustee's Acceptance

The Trustee hereby accepts this Sixth Supplemental Trust Deed and agrees to perform the same under the terms and conditions set forth in the Trust Deed.

## 2. MISCELLANEOUS

### 2.1 Effect of Sixth Supplemental Trust Deed

Upon the first date upon which each of the following events shall have occurred (the "Effective Date"):

- (a) the execution and delivery of this Sixth Supplemental Trust Deed by BAC, CHL, CFC and the Trustee; and
- (b) the closing date of the CHL Acquisition and the CFC Acquisition (the "Closing Date");
- (c) the receipt by the Trustee of certificates signed by two authorised officers of each of CHL and CFC substantially in the form set out in schedules 1 and 2 hereto (dated the Closing Date);
- (d) the receipt by the Trustee of legal opinions from:
  - (i) Ashurst LLP as to English law; and
  - (ii) McGuireWoods LLP as to the laws of New York and Delaware,

the Trust Deed shall be supplemented in accordance herewith, and this Sixth Supplemental Trust Deed shall be effective and shall form a part of the Trust Deed for all purposes, and every holder of Securities heretofore or hereafter authenticated and delivered under the Trust Deed shall be bound thereby.

**2.2 Trust Deed Remains in Full Force and Effect**

Except as supplemented hereby, all provisions in the Trust Deed shall remain in full force and effect.

**2.3 Trust Deed and Supplemental Trust Deeds Construed Together**

This Sixth Supplemental Trust Deed is supplemental to and in implementation of the Trust Deed, and the Trust Deed and this Sixth Supplemental Trust Deed shall henceforth be read and construed together.

**2.4 Confirmation and Preservation of Trust Deed**

The Trust Deed as supplemented by this Sixth Supplemental Trust Deed is in all respects confirmed and preserved.

**2.5 Severability**

In case any provision in this Sixth Supplemental Trust Deed 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.

**2.6 Terms Defined in the Trust Deed**

- (a) All capitalised terms not otherwise defined herein shall have the meanings ascribed to them in the Trust Deed.
- (b) All references to a “certificate signed by two Directors”, a “certificate signed by two of its Directors”, a “certificate signed by any two Directors”, a “certificate in writing signed by two of its Directors” or any such reference however described shall hereafter be deemed to be references to a “certificate signed by two authorised officers”. For the purposes of the Trust Deed “authorised officer” means the Chief Executive Officer, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, the General Counsel, any Deputy General Counsel, any Associate General Counsel, the Secretary and any Assistant Secretary of the relevant corporation.

**2.7 Addresses for Notice, etc., to BAC and the Trustee**

Any notice or demand which by any provisions of this Sixth Supplemental Trust Deed or the Trust Deed is required or permitted to be given or served by the Trustee or by the holders of Securities to or on BAC may be given or served by pre-paid post (first class if inland, first class airmail if overseas) or by facsimile transmission or by delivering it by hand (until another address is filed by BAC with the Trustee) as follows:

Bank of America Corporation  
Bank of America Corporate Center  
100 North Tryon Street  
NCI-007-07-13  
Corporate Treasury Division  
Charlotte, North Carolina 28255

Telephone: (980) 387-3776  
Facsimile: (980) 387-8794  
Attention: B. Kenneth Burton, Jr.

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Together with a copy to:

Bank of America Corporation  
Legal Department  
NCI-002-29-01  
101 South Tryon Street  
Charlotte, North Carolina 28255

Telephone: (704) 386-4238  
Facsimile: (704) 386-1670  
Attention: Teresa M. Brenner, Esq.

**2.8 Headings**

The clause headings of this Sixth Supplemental Trust Deed have been inserted for convenience of reference only, are not to be considered part of this Sixth Supplemental Trust Deed and shall in no way modify or restrict any of the terms or provisions hereof.

**2.9 Benefits of Sixth Supplemental Trust Deed, etc.**

Nothing in this Sixth Supplemental Trust Deed 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 Trust Deed, this Sixth Supplemental Trust Deed or the Securities.

**2.10 Certain Duties and Responsibilities of the Trustees**

In entering into this Sixth Supplemental Trust Deed, the Trustee shall be entitled to the benefit of every provision of the Trust Deed relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

**2.11 Counterparts**

The parties may sign any number of copies of this Sixth Supplemental Trust Deed. Each signed copy shall be an original, but all of them together represent the same agreement.

**2.12 Governing Law**

This Sixth Supplemental Trust Deed is governed by, and shall be construed in accordance with, English law.

**2.13 Submission to Jurisdiction**

- (a) Each of BAC, CHL and CFC irrevocably agrees for the benefit of the Trustee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Sixth Supplemental Trust Deed and that accordingly any suit, action or proceedings arising out of or in connection with this Sixth Supplemental Trust Deed (together referred to as “**Proceedings**”) may be brought in the courts of England. Each of BAC, CHL and CFC irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Nothing in this clause shall limit any right to take Proceedings against BAC, CHL or CFC in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

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- (b) Each of BAC, CHL and CFC irrevocably and unconditionally appoints Clifford Chance Secretaries Limited at its registered office for the time being (being at the date hereof at 10 Upper Bank Street, London E14 5JJ) and in the event of its ceasing so to act will appoint such other person as the Trustee may approve and as BAC, CHL and CFC may nominate in writing to the Trustee for the purpose of accepting service of process on their behalf in England in respect of any Proceedings. Each of BAC, CHL and CFC:
- (i) agrees to procure that, so long as any of the Notes issued by the Issuer remains liable to prescription, there shall be in force an appointment of such a person approved by the Trustee with an office in London with authority to accept service as aforesaid;
  - (ii) agrees that failure by any such person to give notice of such service of process to BAC, CHL or CFC shall not impair the validity of such service or of any judgment based thereon; and
  - (iii) agrees that nothing in this Sixth Supplemental Trust Deed shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS WHEREOF** this Sixth Supplemental Trust Deed has been duly executed as a deed by the parties as of the date first written above.

Executed as a deed by )  
**BANK OF AMERICA CORPORATION** )  
by )  
acting under the authority of that )  
company in the presence of: )

Signature of officer \_\_\_\_\_  
Signature of witness \_\_\_\_\_  
Name of witness \_\_\_\_\_  
Address of witness \_\_\_\_\_  
\_\_\_\_\_  
Occupation of witness \_\_\_\_\_

Executed as a deed by )  
**COUNTRYWIDE HOME LOANS, INC.** )  
by )  
acting under the authority of that )  
company in the presence of: )

Signature of officer \_\_\_\_\_  
Signature of witness \_\_\_\_\_  
Name of witness \_\_\_\_\_  
Address of witness \_\_\_\_\_  
\_\_\_\_\_  
Occupation of witness \_\_\_\_\_



Executed as a deed by )  
**COUNTRYWIDE FINANCIAL** )  
**CORPORATION** (formerly Red Oak )  
Merger Corporation) )  
by )  
acting under the authority of )  
that company in the presence of:

Signature of officer \_\_\_\_\_  
Signature of witness \_\_\_\_\_  
Name of witness \_\_\_\_\_  
Address of witness \_\_\_\_\_  
\_\_\_\_\_  
Occupation of witness \_\_\_\_\_

The common seal of )  
**DEUTSCHE TRUSTEE COMPANY** )  
**LIMITED** )  
was affixed in the presence of: )

Director  
Associate Director

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**SCHEDULE 1**

**Countrywide Home Loans, Inc.  
Officers' Certificate**

Each of the undersigned authorised officers of Countrywide Home Loans, Inc., a New York corporation (“**CHL**”), pursuant to clause 19(D)(1)(c) of the Trust Deed dated 1 May 1998, by and among Countrywide Financial Corporation (“**CFC**”), CHL, and Deutsche Trustee Company Limited, a company incorporated with limited liability in England and Wales, as trustee (the “**Trustee**”), as supplemented by (i) the First Supplemental Trust Deed dated 16 December 1998 (ii) the Second Supplemental Trust Deed dated 23 December 1999 (iii) the Third Supplemental Trust Deed dated 12 January 2001 (iv) the Fourth Supplemental Trust Deed dated 29 January 2002 and (v) the Fifth Supplemental Trust Deed dated 1 July 2008 (and as further amended and supplemented, the “**Trust Deed**”), in each case as among *inter alia* CHL, CFC and the Trustee, hereby certifies, on behalf of CHL in the undersigned’s respective capacity as an authorised officer of CHL, and not individually, that:

- (A) on the date hereof, CHL conveyed substantially all of its properties and assets to Bank of America Corporation, a Delaware corporation (“**BAC**”);
- (B) the undersigned has read and is familiar with the provisions of the Trust Deed and the Sixth Supplemental Trust Deed, dated as of the date hereof, by and among BAC, CFC, CHL and the Trustee (the “**Sixth Supplemental Trust Deed**”), including all covenants and conditions precedent provided therein;
- (C) the undersigned’s statements and opinions contained herein are based on his or her examination or investigation of the provisions of the Trust Deed, including all covenants and conditions precedent and the definitions relating thereto, and the Sixth Supplemental Trust Deed, as well as such other instruments, agreements and documents as the undersigned has deemed necessary or appropriate to certify as to the matters set forth herein;
- (D) the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether the covenants and the conditions precedent provided for in the Trust Deed relating to the CHL Acquisition and CHL Assumption (as defined in the Sixth Supplemental Trust Deed) and the Sixth Supplemental Trust Deed have been complied with and has an informed opinion as to the CHL Acquisition and CHL Assumption and the Sixth Supplemental Trust Deed;
- (E) all conditions precedent and covenants provided for in the Trust Deed relating to the CHL Acquisition and CHL Assumption and the Sixth Supplemental Trust Deed have been complied with;
- (F) the CHL Acquisition and CHL Assumption and the execution of the Sixth Supplemental Trust Deed comply with the requirements of clause 19(D)(1) of the Trust Deed;
- (G) no Event of Default or Potential Event of Default has happened or has been or is anticipated and, immediately following the CHL Acquisition and CHL Assumption, no Event of Default or Potential Event of Default will have happened, will happen or is anticipated to happen;
- (H) on the date hereof CHL is solvent and is able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed and immediately following the execution of the Sixth Supplemental Trust Deed CHL will be solvent and able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed; and

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- (I) (a) the CHL Acquisition and CHL Assumption shall not breach any applicable law or regulation; and  
(b) on or before the date hereof, all governmental, regulatory and other approvals, consents and licences in respect of the CHL Acquisition and CHL Assumption have been obtained and on the date hereof are in full force and effect.

Capitalised terms used but not defined herein shall have the meaning assigned to them in the Trust Deed.

**IN WITNESS WHEREOF**, I have hereunder signed my name on behalf of CHL (and not on my individual behalf) this Seventh day of November 2008.

\_\_\_\_\_  
By:  
Title: Authorised Officer

\_\_\_\_\_  
By:  
Title: Authorised Officer

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**SCHEDULE 2**

**Countrywide Financial Corporation  
Officers' Certificate**

Each of the undersigned authorised officers of Countrywide Financial Corporation (formerly Red Oak Merger Corporation), a Delaware corporation ("**CFC**"), pursuant to clause 19(D)(3)(C) of the Trust Deed dated 1 May 1998, by and among CFC, Countrywide Home Loans, Inc., a New York corporation ("**CHL**"), and Deutsche Trustee Company Limited, a company incorporated with limited liability in England and Wales, as trustee (the "**Trustee**"), as supplemented by (i) the First Supplemental Trust Deed dated 16 December 1998 (ii) the Second Supplemental Trust Deed dated 23 December 1999 (iii) the Third Supplemental Trust Deed dated 12 January 2001 (iv) the Fourth Supplemental Trust Deed dated 29 January 2002 and (v) the Fifth Supplemental Trust Deed dated 1 July 2008 (and as further amended and supplemented, the "**Trust Deed**"), in each case as among *inter alia* CFC, CHL and the Trustee, hereby certifies, on behalf of CFC in the undersigned's respective capacity as an authorised officer of CFC, and not individually, that:

- (A) on the date hereof, CFC conveyed substantially all of its properties and assets to Bank of America Corporation, a Delaware corporation ("**BAC**");
- (B) the undersigned has read and is familiar with the provisions of the Trust Deed and the Sixth Supplemental Trust Deed, dated as of the date hereof, by and among BAC, CFC, CHL and the Trustee (the "**Sixth Supplemental Trust Deed**"), including all covenants and conditions precedent provided therein;
- (C) the undersigned's statements and opinions contained herein are based on his or her examination or investigation of the provisions of the Trust Deed, including all covenants and conditions precedent and the definitions relating thereto, and the Sixth Supplemental Trust Deed, as well as such other instruments, agreements and documents as the undersigned has deemed necessary or appropriate to certify as to the matters set forth herein;
- (D) the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether the covenants and the conditions precedent provided for in the Trust Deed relating to the CFC Acquisition and CFC Assumption (as defined in the Sixth Supplemental Trust Deed) and the Sixth Supplemental Trust Deed have been complied with and has an informed opinion as to the CFC Acquisition and CFC Assumption and the Sixth Supplemental Trust Deed;
- (E) all conditions precedent and covenants provided for in the Trust Deed relating to the CFC Acquisition and CFC Assumption and the Sixth Supplemental Trust Deed have been complied with;
- (F) the CFC Acquisition and CFC Assumption and the execution of the Sixth Supplemental Trust Deed comply with the requirements of clause 19(D)(3) of the Trust Deed;
- (G) no Event of Default or Potential Event of Default has happened or has been or is anticipated and, immediately following the CFC Acquisition and CFC Assumption, no Event of Default or Potential Event of Default will have happened, will happen or is anticipated to happen;
- (H) on the date hereof CFC is solvent and is able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed and immediately following the execution of the Sixth Supplemental Trust Deed CFC will be solvent and able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed; and

- 
- (I) (a) the CFC Acquisition and CFC Assumption shall not breach any applicable law or regulation; and  
(b) on or before the date hereof, all governmental, regulatory and other approvals, consents and licences in respect of the CFC Acquisition and CFC Assumption have been obtained and on the date hereof are in full force and effect.

Capitalised terms used but not defined herein shall have the meaning assigned to them in the Trust Deed.

**IN WITNESS WHEREOF**, I have hereunder signed my name on behalf of CFC (and not on my individual behalf) this Seventh day of November 2008.

\_\_\_\_\_  
By:  
Title: Authorised Officer

\_\_\_\_\_  
By:  
Title: Authorised Officer



Third Supplemental Trust Deed

Bank of America Corporation

and

Countrywide Financial Corporation

and

Countrywide Home Loans, Inc.

and

Deutsche Trustee Company Limited

Supplementing the Trust Deed dated 15 August 2005 as modified and restated by the First Supplemental Trust Deed dated 31 August 2006 and the Second Supplemental Trust Deed dated 1 July 2008

7 November 2008

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**THIS THIRD SUPPLEMENTAL TRUST DEED** dated 7 November 2008 (the “**Third Supplemental Trust Deed**”) is made

**BETWEEN:**

- (1) **BANK OF AMERICA CORPORATION**, a Delaware corporation (“**BAC**”);
- (2) **COUNTRYWIDE FINANCIAL CORPORATION**, formerly Red Oak Merger Corporation, a Delaware corporation (“**CFC**”);
- (3) **COUNTRYWIDE HOME LOANS, INC.**, a New York corporation (“**CHL**”); and
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated with limited liability in England and Wales, as Trustee (the “**Trustee**”) under the Trust Deed referred to herein.

**WHEREAS**

- (A) CFC, CHL and the Trustee are parties to a Trust Deed dated 15 August 2005, as modified and restated by the First Supplemental Trust Deed dated 31 August 2006 and as supplemented by the Second Supplemental Trust Deed dated 1 July 2008 (as amended and supplemented, the “**Trust Deed**”), providing for the issuance of Notes by CFC, as Issuer thereunder.
- (B) There is outstanding under the terms of the Trust Deed one or more series of Notes (the “**Securities**”).
- (C) Amongst others, BAC and CFC have entered into a Stock Purchase Agreement (the “**CFC Purchase Agreement**”) dated as of 7 November, 2008 pursuant to which BAC will purchase substantially all of the properties and assets of CFC (the “**CFC Acquisition**”) the consideration for which will include the assumption by BAC of the indebtedness of CFC under the Securities and the Trust Deed (the “**CFC Assumption**”).
- (D) The CFC Acquisition and the CFC Assumption are expected to be effective as of 7 November, 2008.
- (E) Clause 19(D)(1) of the Trust Deed provides that in the case of a conveyance and transfer of the properties and assets of CFC substantially as an entirety to a corporation organised and existing under the laws of the United States of America, any political subdivision thereof or any state thereof, the transferee shall expressly assume by a supplemental trust deed all the obligations and covenants under the Securities and the Trust Deed to be performed and observed by CFC.
- (F) Amongst others, BAC and CHL have entered into an Asset Purchase Agreement (the “**CHL Purchase Agreement**”) dated as of 7 November, 2008 pursuant to which BAC will purchase substantially all of the properties and assets of CHL (the “**CHL Acquisition**”) the consideration for which will include the assumption by BAC of the indebtedness of CHL under the Trust Deed (the “**CHL Assumption**”).
- (G) The CHL Acquisition and the CHL Assumption are expected to be effective as of 7 November, 2008.
- (H) Clause 19(D)(3) of the Trust Deed provides that in the case of a conveyance and transfer of the properties and assets of CHL substantially as an entirety to a corporation organised and existing under the laws of the United States of America, any political subdivision thereof or any state thereof, the transferee shall expressly assume by a supplemental trust deed the obligations of CHL contained in clause 7 of the Trust Deed and the performance of every covenant under the Securities and the Trust Deed to be performed and observed by CHL.



- 
- (I) This Third Supplemental Trust Deed has been duly authorised by all necessary corporate action on the part of each of BAC, CFC and CHL.
  - (J) The Trustee has determined that this Third Supplemental Trust Deed is proper and satisfactory in form.
  - (K) All things necessary to make this Third Supplemental Trust Deed a valid trust deed and agreement according to its terms have been done.
  - (L) In consideration of these premises, BAC, CFC, CHL and the Trustee agree as follows for the benefit of the holders of the Securities.

**THE PARTIES AGREE AS FOLLOWS:**

**1. ASSUMPTION BY SUCCESSOR CORPORATION AND SUPPLEMENTAL PROVISIONS**

**1.1 The Representations and Warranties**

With effect on and from the Effective Date (as defined in Clause 2.1) BAC represents and warrants that:

- (a) it is a corporation organised and existing under the laws of the State of Delaware and is the transferee of the properties and assets of each of CFC and CHL in each case substantially as an entirety; and
- (b) the execution, delivery and performance of this Third Supplemental Trust Deed has been duly authorised by the Board of Directors of BAC.

**1.2 Assumption of Indebtedness from CFC**

- (a) The parties hereto agree that with effect on and from the Effective Date:
  - (i) BAC hereby expressly takes over and assumes the due and punctual payment of the principal of and any interest on all the Securities and the due and punctual performance of all obligations and the performance of every covenant of the Trust Deed on the part of the Issuer (as defined in the Trust Deed) to be performed or observed;
  - (ii) all the rights, obligations and liabilities of CFC under or in respect of the Securities and under the Trust Deed shall be taken over and assumed by BAC including, but without limiting the generality of the foregoing, the obligation to pay (a) interest on the Securities accrued up to and including the Effective Date but unpaid and (b) all other moneys payable in respect of the Securities or under or pursuant to the Trust Deed accrued up to and including, or payable prior to, the Effective Date but unpaid, and any other amounts payable under the Securities and under the Trust Deed; and
  - (iii) all the terms, provisions and conditions of the Trust Deed and the Securities and theretofore applying to CFC shall apply to BAC in all respects as if BAC had been a party to the Trust Deed in place of CFC and the Trust Deed in respect thereof shall be read and construed as if all references therein to CFC were references to BAC.
- (b) BAC hereby covenants with the Trustee that with effect on and from the Effective Date it will duly observe and perform and be bound by all of the covenants (including, but without limiting the generality of the foregoing, any covenant to pay), conditions and provisions of the Trust Deed, the Securities issued under the Programme by CFC and the Conditions of the Securities as prior thereto have been expressed to be binding on CFC.

### 1.3 Assumption of Obligations from CHL

- (a) The parties hereto agree that with effect on and from the Effective Date:
  - (i) all the obligations of CHL under or in respect of the Trust Deed and the performance of every covenant under the Trust Deed shall be taken over and assumed by BAC; and
  - (ii) all the terms, provisions and conditions of the Trust Deed and theretofore applying to CHL shall apply to BAC in all respects as if BAC had been a party to the Trust Deed in place of CHL and the Trust Deed in respect thereof shall be read and construed as if all references therein to CHL were references to BAC.
- (b) BAC hereby covenants with the Trustee that with effect on and from the Effective Date it will duly observe and perform and be bound by all of the covenants (including, but without limiting the generality of the foregoing, any covenant to pay), conditions and provisions of the Trust Deed.

### 1.4 Name

Effective on and from the Effective Date, the name of the Issuer and the Guarantor (each as defined in the Trust Deed) shall be “Bank of America Corporation”, as the successor corporation under the Trust Deed.

### 1.5 Trustee’s Acceptance

The Trustee hereby accepts this Third Supplemental Trust Deed and agrees to perform the same under the terms and conditions set forth in the Trust Deed.

## 2. MISCELLANEOUS

### 2.1 Effect of Third Supplemental Trust Deed

Upon the first date upon which each of the following events shall have occurred (the “**Effective Date**”):

- (a) the execution and delivery of this Third Supplemental Trust Deed by BAC, CFC, CHL and the Trustee; and
- (b) the closing date of the CFC Acquisition and the CHL Acquisition (the “**Closing Date**”);
- (c) the receipt by the Trustee of certificates signed by two authorised officers of each of CFC and CHL substantially in the form set out in schedules 1 and 2 hereto (dated the Closing Date); and
- (d) the receipt by the Trustee of legal opinions from:
  - (i) Ashurst LLP as to English law; and
  - (ii) McGuireWoods LLP as to the laws of New York and Delaware,

the Trust Deed shall be supplemented in accordance herewith, and this Third Supplemental Trust Deed shall be effective and shall form a part of the Trust Deed for all purposes, and every holder of Securities heretofore or hereafter authenticated and delivered under the Trust Deed shall be bound thereby.

**2.2 Trust Deed Remains in Full Force and Effect**

Except as supplemented hereby, all provisions in the Trust Deed shall remain in full force and effect.

**2.3 Trust Deed and Supplemental Trust Deeds Construed Together**

This Third Supplemental Trust Deed is supplemental to and in implementation of the Trust Deed, and the Trust Deed and this Third Supplemental Trust Deed shall henceforth be read and construed together.

**2.4 Confirmation and Preservation of Trust Deed**

The Trust Deed as supplemented by this Third Supplemental Trust Deed is in all respects confirmed and preserved.

**2.5 Severability**

In case any provision in this Third Supplemental Trust Deed 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.

**2.6 Terms Defined in the Trust Deed**

- (a) All capitalised terms not otherwise defined herein shall have the meanings ascribed to them in the Trust Deed.
- (b) All references to a “certificate signed by two Directors”, a “certificate signed by two of its Directors”, a “certificate signed by any two Directors”, a “certificate in writing signed by two of its Directors” or any such reference however described shall hereafter be deemed to be references to a “certificate signed by two authorised officers”. For the purposes of the Trust Deed “authorised officer” means the Chief Executive Officer, the Chief Financial Officer, any Executive Vice President, any Senior Vice President, the General Counsel, any Deputy General Counsel, any Associate General Counsel, the Secretary and any Assistant Secretary of the relevant corporation.

**2.7 Addresses for Notice, etc., to BAC and the Trustee**

Any notice or demand which by any provisions of this Third Supplemental Trust Deed or the Trust Deed is required or permitted to be given or served by the Trustee or by the holders of Securities to or on BAC may be given or served by pre-paid post (first class if inland, first class airmail if overseas) or by facsimile transmission or by delivering it by hand (until another address is filed by BAC with the Trustee) as follows:

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

**2.8 Headings**

The clause headings of this Third Supplemental Trust Deed have been inserted for convenience of reference only, are not to be considered part of this Third Supplemental Trust Deed and shall in no way modify or restrict any of the terms or provisions hereof.

**2.9 Benefits of Third Supplemental Trust Deed, etc.**

Nothing in this Third Supplemental Trust Deed 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 Trust Deed, this Third Supplemental Trust Deed or the Securities.

**2.10 Certain Duties and Responsibilities of the Trustees**

In entering into this Third Supplemental Trust Deed, the Trustee shall be entitled to the benefit of every provision of the Trust Deed relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

**2.11 Counterparts**

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

**2.12 Governing Law**

This Third Supplemental Trust Deed is governed by, and shall be construed in accordance with, English law.

**2.13 Submission to Jurisdiction**

- (a) Each of BAC, CHL and CFC irrevocably agrees for the benefit of the Trustee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Third Supplemental Trust Deed and that accordingly any suit, action or proceedings arising out of or in connection with this Third Supplemental Trust Deed (together referred to as “**Proceedings**”) may be brought in the courts of England. Each of BAC, CHL and CFC irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Nothing in this clause shall limit any right to take Proceedings against BAC, CHL or CFC in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

- 
- (b) Each of BAC, CHL and CFC irrevocably and unconditionally appoints Clifford Chance Secretaries Limited at its registered office for the time being (being at the date hereof at 10 Upper Bank Street, London E14 5JJ) and in the event of its ceasing so to act will appoint such other person as the Trustee may approve and as BAC, CHL and CFC may nominate in writing to the Trustee for the purpose of accepting service of process on their behalf in England in respect of any Proceedings. Each of BAC, CHL and CFC:
- (i) agrees to procure that, so long as any of the Notes issued by the Issuer remains liable to prescription, there shall be in force an appointment of such a person approved by the Trustee with an office in London with authority to accept service as aforesaid;
  - (ii) agrees that failure by any such person to give notice of such service of process to BAC, CHL or CFC shall not impair the validity of such service or of any judgment based thereon; and
  - (iii) agrees that nothing in this Third Supplemental Trust Deed shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS WHEREOF** this Third Supplemental Trust Deed has been duly executed as a deed by the parties as of the date first written above.

Executed as a deed by )  
**BANK OF AMERICA CORPORATION** )  
by )  
acting under the authority of that )  
company in the presence of: )

Signature of officer \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation of witness \_\_\_\_\_

Executed as a deed by )  
**COUNTRYWIDE FINANCIAL** )  
**CORPORATION** (formerly Red Oak )  
Merger Corporation) )  
by )  
acting under the authority of that )  
company in the presence of: )

Signature of officer \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation of witness \_\_\_\_\_

Executed as a deed by )  
**COUNTRYWIDE HOME LOANS, INC.** )  
by )  
acting under the authority of that )  
company in the presence of: )

Signature of officer \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

Occupation of witness \_\_\_\_\_

The common seal of )  
**DEUTSCHE TRUSTEE COMPANY** )  
**LIMITED** )  
was affixed in the presence of: )

Director

Associate Director

---

**SCHEDULE 1**

**Countrywide Financial Corporation  
Officers' Certificate**

Each of the undersigned authorised officers of Countrywide Financial Corporation (formerly Red Oak Merger Corporation), a Delaware corporation (“**CFC**”), pursuant to clause 19(D)(1)(c) of the Trust Deed dated 15 August 2005, by and among CFC, Countrywide Home Loans, Inc., a New York corporation (“**CHL**”), and Deutsche Trustee Company Limited, a company incorporated with limited liability in England and Wales, as trustee (the “**Trustee**”), as supplemented by (i) the First Supplemental Trust Deed dated 31 August 2006 among Countrywide Financial Corporation, CHL and the Trustee and (ii) the Second Supplemental Trust Deed dated 1 July 2008 among Countrywide Financial Corporation, CHL, Red Oak Merger Corporation and the Trustee (and as further amended and supplemented, the “**Trust Deed**”), hereby certifies, on behalf of CFC in the undersigned’s respective capacity as an authorised officer of CFC, and not individually, that:

- (A) on the date hereof, CFC conveyed substantially all of its properties and assets to Bank of America Corporation, a Delaware corporation (“**BAC**”);
- (B) the undersigned has read and is familiar with the provisions of the Trust Deed and the Third Supplemental Trust Deed, dated as of the date hereof, by and among BAC, CFC, CHL and the Trustee (the “**Third Supplemental Trust Deed**”), including all covenants and conditions precedent provided therein;
- (C) the undersigned’s statements and opinions contained herein are based on his or her examination or investigation of the provisions of the Trust Deed, including all covenants and conditions precedent and the definitions relating thereto, and the Third Supplemental Trust Deed, as well as such other instruments, agreements and documents as the undersigned has deemed necessary or appropriate to certify as to the matters set forth herein;
- (D) the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether the covenants and the conditions precedent provided for in the Trust Deed relating to the CFC Acquisition and CFC Assumption (as defined in the Third Supplemental Trust Deed) and the Third Supplemental Trust Deed have been complied with and has an informed opinion as to the CFC Acquisition and CFC Assumption and the Third Supplemental Trust Deed;
- (E) all conditions precedent and covenants provided for in the Trust Deed relating to the CFC Acquisition and CFC Assumption and the Third Supplemental Trust Deed have been complied with;
- (F) the CFC Acquisition and CFC Assumption and the execution of the Third Supplemental Trust Deed comply with the requirements of clause 19(D)(1) of the Trust Deed;
- (G) no Event of Default or Potential Event of Default has happened or has been or is anticipated and, immediately following the CFC Acquisition and CFC Assumption, no Event of Default or Potential Event of Default will have happened, will happen or is anticipated to happen;
- (H) on the date hereof CFC is solvent and is able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed and immediately following the execution of the Third Supplemental Trust Deed CFC will be solvent and able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed; and



- 
- (I) (a) the CFC Acquisition and CFC Assumption shall not breach any applicable law or regulation; and  
(b) on or before the date hereof, all governmental, regulatory and other approvals, consents and licences in respect of the CFC Acquisition and CFC Assumption have been obtained and on the date hereof are in full force and effect.

Capitalised terms used but not defined herein shall have the meaning assigned to them in the Trust Deed.

**IN WITNESS WHEREOF**, I have hereunder signed my name on behalf of CFC (and not on my individual behalf) this Seventh day of November 2008.

---

By:  
Title: Authorised Officer

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By:  
Title: Authorised Officer

---

**SCHEDULE 2**

**Countrywide Home Loans, Inc.  
Officers' Certificate**

Each of the undersigned authorised officers of Countrywide Home Loans, Inc., a New York corporation ("**CHL**"), pursuant to clause 19(D)(3)(c) of the Trust Deed dated 15 August 2005, by and among Countrywide Financial Corporation ("**CFC**"), CHL, and Deutsche Trustee Company Limited, a company incorporated with limited liability in England and Wales, as trustee (the "**Trustee**"), as supplemented by (i) the First Supplemental Trust Deed dated 31 August 2006 among CFC, CHL and the Trustee and (ii) the Second Supplemental Trust Deed dated 1 July 2008 among CFC, CHL, Red Oak Merger Corporation and the Trustee (and as further amended and supplemented, the "**Trust Deed**"), hereby certifies, on behalf of CHL in the undersigned's respective capacity as an authorised officer of CHL, and not individually, that:

- (A) on the date hereof, CHL conveyed substantially all of its properties and assets to Bank of America Corporation, a Delaware corporation ("**BAC**");
- (B) the undersigned has read and is familiar with the provisions of the Trust Deed and the Third Supplemental Trust Deed, dated as of the date hereof, by and among BAC, CFC, CHL and the Trustee (the "**Third Supplemental Trust Deed**"), including all covenants and conditions precedent provided therein;
- (C) the undersigned's statements and opinions contained herein are based on his or her examination or investigation of the provisions of the Trust Deed, including all covenants and conditions precedent and the definitions relating thereto, and the Third Supplemental Trust Deed, as well as such other instruments, agreements and documents as the undersigned has deemed necessary or appropriate to certify as to the matters set forth herein;
- (D) the undersigned has made such examination or investigation as is necessary to enable the undersigned to express an informed opinion as to whether the covenants and the conditions precedent provided for in the Trust Deed relating to the CHL Acquisition and CHL Assumption (as defined in the Third Supplemental Trust Deed) and the Third Supplemental Trust Deed have been complied with and has an informed opinion as to the CHL Acquisition and CHL Assumption and the Third Supplemental Trust Deed;
- (E) all conditions precedent and covenants provided for in the Trust Deed relating to the CHL Acquisition and CHL Assumption and the Third Supplemental Trust Deed have been complied with;
- (F) the CHL Acquisition and CHL Assumption and the execution of the Third Supplemental Trust Deed comply with the requirements of clause 19(D)(3) of the Trust Deed;
- (G) no Event of Default or Potential Event of Default has happened or has been or is anticipated and, immediately following the CHL Acquisition and CHL Assumption, no Event of Default or Potential Event of Default will have happened, will happen or is anticipated to happen;
- (H) on the date hereof CHL is solvent and is able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed and immediately following the execution of the Third Supplemental Trust Deed CHL will be solvent and able to pay its debts as and when they fall due and meet its other obligations as and when they fall to be performed; and

- 
- (I) (a) the CHL Acquisition and CHL Assumption shall not breach any applicable law or regulation; and  
(b) on or before the date hereof, all governmental, regulatory and other approvals, consents and licences in respect of the CHL Acquisition and CHL Assumption have been obtained and on the date hereof are in full force and effect.

Capitalised terms used but not defined herein shall have the meaning assigned to them in the Trust Deed.

**IN WITNESS WHEREOF**, I have hereunder signed my name on behalf of CHL (and not on my individual behalf) this Seventh day of November 2008.

---

By:  
Title: Authorised Officer

---

By:  
Title: Authorised Officer

# MALLESONS STEPHEN JAQUES

## Second Supplemental Note Deed Poll

relating to the Note Deed Poll dated 29 April 2005 as amended and supplemented on 1 July 2008 ("Note Deed Poll")

Countrywide Financial Corporation (formally known as Red Oak Merger Corporation) ("CFC")  
Countrywide Home Loans, Inc. ("Guarantor")  
Bank of America Corporation ("Corporation")

*FOR THE PURPOSES OF UNITED STATES FEDERAL INCOME TAX LAWS, THE REGISTERED NOTES AND THE BEARER NOTES ARE BOTH "BEARER OBLIGATIONS". ANY UNITED STATES PERSON WHO HOLDS A NOTE WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES FEDERAL INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.*

*THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES OF AMERICA SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS AND NEITHER THE NOTES NOR ANY INTEREST THEREIN MAY BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF TO OR FOR THE ACCOUNT OR BENEFIT OF A US PERSON (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS THEREUNDER OR ANY APPLICABLE STATE SECURITIES LAW. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED.*

*FOR UNITED STATES FEDERAL INCOME TAX AND SECURITIES LAWS PURPOSES, EACH TRANCHE OF REGISTERED NOTES AND, FOR THE PURPOSES OF THAT TRANCHE OF REGISTERED NOTES ONLY, THE NOTE DEED POLL, CONSTITUTE A TEMPORARY GLOBAL NOTE ISSUED IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT AND WILL BECOME A PERMANENT GLOBAL NOTE ON OR AFTER THE EXCHANGE DATE UPON AND TO THE EXTENT OF DELIVERY TO THE PAYING AGENT OF (A) A CERTIFICATE OR CERTIFICATES FROM AUSTRACLEAR LIMITED (AS OPERATOR OF THE AUSTRACLEAR SYSTEM) BASED UPON A WRITTEN CERTIFICATION OR CERTIFICATIONS FROM THE MEMBER ORGANISATIONS SHOWN IN THE RECORDS OF AUSTRACLEAR LIMITED AS HOLDING AN INTEREST IN THE NOTE AND DATED NOT EARLIER THAN THE EXCHANGE DATE IN SUBSTANTIALLY THE FORM SET OUT IN APPENDICES 1 AND 2 OF THE NOTE DEED POLL RESPECTIVELY; OR (B) WHERE THE TRANCHE OF REGISTERED NOTES IS NOT SETTLED THROUGH THE AUSTRACLEAR SYSTEM, A CERTIFICATE OR CERTIFICATES FROM THE RELEVANT NOTEHOLDERS IN SUBSTANTIALLY THE FORM SET OUT IN APPENDIX 2 OF THE NOTE DEED POLL.*

## Mallesons Stephen Jaques

Level 50  
Bourke Place  
600 Bourke Street  
Melbourne Vic 3000  
Australia  
T +61 3 9643 4000  
F +61 3 9643 5999  
DX 101 Melbourne

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**Second Supplemental Note Deed Poll**

**Date:** 7 November 2008

**By:** **COUNTRYWIDE FINANCIAL CORPORATION**, a company incorporated with limited liability in the State of Delaware (formally known as Red Oak Merger Corporation) (“CFC”)

**And:** **COUNTRYWIDE HOME LOANS, INC.**, a company incorporated with limited liability in the State of New York (“**Guarantor**”)

**And:** **BANK OF AMERICA CORPORATION**, a company incorporated with limited liability in the State of Delaware (“**Corporation**”)

**In favour of:** Each person who is from time to time a Noteholder (as defined in the Note Deed Poll).

**Recitals:**

- A. CFC is the Issuer under the Note Deed Poll dated 29 April 2005 (as amended and supplemented on 1 July 2008, the “**Note Deed Poll**”), which provides for the constitution of the notes issued by CFC under a A\$3,500,000,000 Medium Term Note Programme (the “**Programme**”).
- B. There is outstanding under the terms of the Note Deed Poll one or more series of notes (“**Notes**”).
- C. The Guarantor has provided a guarantee of CFC’s obligations under the Notes pursuant to a Deed Poll Guarantee and Indemnity dated 29 April 2005 in relation to the Programme (as amended and supplemented, the “**Guarantee**”).
- D. The Corporation and CFC entered into a Stock Purchase Agreement dated 7 November 2008, pursuant to which CFC will sell to the Corporation substantially all of CFC’s assets (the “**Stock Purchase**”).
- E. The Stock Purchase is expected to be consummated on 7 November 2008.
- F. Condition 4.4 of the Note Deed Poll provides that in the case of a transfer of CFC’s property and assets substantially as an entirety, the person which acquires by transfer the properties and assets shall expressly assume by supplemental note deed poll all the obligations and covenants under the Notes and the Transaction Documents to be performed and observed by CFC.
- G. This Second Supplemental Note Deed Poll has been duly authorized by all necessary corporate action on the part of CFC and the Corporation.

- 
- H. CFC and the Corporation are of the opinion that this Second Supplemental Note Deed Poll is not materially prejudicial to the interests of the Noteholders.
  - I. CFC has delivered to the Programme Manager a certificate signed by two of its directors and an opinion of counsel acceptable to the Programme Manager in accordance with Condition 4.4, stating that the Stock Purchase and this Second Supplemental Note Deed Poll comply with the Conditions (as defined in the Note Deed Poll) and all conditions precedent provided for in the Conditions (as defined in the Note Deed Poll) relating to the Stock Purchase have been complied with (as defined in the Note Deed Poll).
  - J. The Guarantor has delivered to the Programme Manager a certificate signed by two of its directors and an opinion of counsel acceptable to the Programme Manager, stating that the Guarantor's obligations under the Guarantee remain in full force and effect after the transfer of CFC's properties and assets substantially as an entirety to the Corporation and the assumption by the Corporation of the due and punctual payment of the principal of (and premium, if any) and any interest on the Notes and the due and punctual performance of all the obligations, and the observance of every covenant, of CFC under the Note Deed Poll as set out in this Second Supplemental Note Deed Poll.
  - K. All things necessary to make this Second Supplemental Note Deed Poll a valid note deed poll and agreement according to its terms has been done.

**Operative provisions:**

**1 Assumption**

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**Assumption of the obligations and covenants under the Notes and the Transaction Documents**

- 1.1 The Corporation hereby represents and warrants that:
  - (a) it is a corporation organized and existing under the laws of the State of Delaware; and
  - (b) the execution, delivery and performance of this Second Supplemental Note Deed Poll has been duly authorized by the board of directors of the Corporation.
- 1.2 The Corporation hereby expressly assumes the due and punctual payment of the principal of (and premium, if any) and any interest on all the Notes and the due and punctual performance of all the obligations, and the observance of every covenant of CFC under the Note Deed Poll and each other Transaction Document and, in accordance with Condition 4.5 of the Note Deed Poll, the Corporation succeeds to, and is substituted for, and may exercise every right and power of, CFC under the Transaction Documents with the same effect as if the Corporation had been named as the Issuer therein, and following such succession CFC is relieved of all obligations and covenants under the Transaction Documents.

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**Name**

- 1.3 With effect from the Effective Time specified in clause 2.1 below, the name of the Issuer, under the Note Deed Poll, shall be “Bank of America Corporation”.

**Guarantee**

- 1.4 The Guarantor acknowledges and agrees that the Guarantor’s obligations under the Guarantee remain in full force and effect after the transfer of CFC’s properties and assets substantially as an entirety to the Corporation and the assumption by the Corporation of the due and punctual payment of the principal of (and premium, if any) and any interest on the Notes and the due and punctual performance of all the obligations, and the observance of every covenant, of CFC under the Note Deed Poll and each other Transaction Document as set out in this Second Supplemental Note Deed Poll with each reference to the “Issuer” in the Guarantee being read as a reference to the Corporation.

**Benefit and entitlement**

- 1.5 This Second Supplemental Note Deed Poll is executed as a deed poll. Accordingly, each Noteholder has the benefit of, and is entitled to enforce, this deed poll against the Corporation and the Guarantor even though it is not a party to, or is not in existence at the time of execution and delivery of, this Second Supplemental Note Deed Poll.

**Rights independent**

- 1.6 Each Noteholder may enforce its rights under this Second Supplemental Note Deed Poll independently from each other Noteholder.

**Noteholders bound**

- 1.7 Each Noteholder and any person claiming through or under a Noteholder is bound by this Second Supplemental Note Deed Poll.

**Direction to hold this Second Supplemental Note Deed Poll**

- 1.8 Each Noteholder is taken to have irrevocably nominated and authorised the Registrar to hold this Second Supplemental Note Deed Poll in New South Wales (or such other place as the Corporation and the Registrar agree) on its behalf. The Corporation and the Guarantor acknowledge the right of every Noteholder to the production of this Second Supplemental Note Deed Poll.

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**2 Miscellaneous****Effect of this Second Supplemental Note Deed Poll**

- 2.1 Upon the execution and delivery of this Second Supplemental Note Deed Poll by CFC, the Guarantor and the Corporation (the



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“Effective Time”) the Note Deed Poll shall be supplemented in accordance with this Second Supplemental Note Deed Poll, and this Second Supplemental Note Deed Poll shall form a part of the Note Deed Poll for all purposes, and every Noteholder shall be bound thereby.

**Note Deed Poll Remains in Full Force and Effect**

2.2 Except as supplemented hereby, all provisions in the Note Deed Poll shall remain in full force and effect.

**Note Deed Poll and Supplemental Note Deed Polls Construed Together**

2.3 This Second Supplemental Note Deed Poll is supplemental to the Note Deed Poll, and the Note Deed Poll and this Second Supplemental Note Deed Poll shall be read and construed together.

**Confirmation and Preservation of Note Deed Poll.**

2.4 The Note Deed Poll as supplemented by this Second Supplemental Note Deed Poll is in all other respects confirmed and preserved.

**Severability**

2.5 In case any provision in this Second Supplemental Note Deed Poll shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by this Second Supplemental Note Deed Poll.

**Terms Defined in the Note Deed Poll**

2.6 All capitalized terms not otherwise defined in this Second Supplemental Note Deed Poll shall have the meanings ascribed to them in the Note Deed Poll.

**Addresses for Notices to the Corporation.**

2.7 Any notice or demand which by any provisions of this Second Supplemental Note Deed Poll or the Note Deed Poll is required or permitted to be given or served on the Corporation may be given in accordance with the Conditions (as defined in the Note Deed Poll) or served by postage prepaid first class mail addressed (until another address is notified by the Corporation in accordance with the Conditions (as defined in the Note Deed Poll)) as follows:

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.

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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.

**Headings**

- 2.8 The headings of this Second Supplemental Note Deed Poll have been inserted for convenience of reference only, are not to be considered part of this Second Supplemental Note Deed Poll and shall in no way modify or restrict any of the terms or provisions hereof.

**Benefits of Second Supplemental Note Deed Poll**

- 2.9 Nothing in this Second Supplemental Note Deed Poll or the Notes, express or implied, shall give to any person, other than the parties to this Second Supplemental Note Deed Poll and their successors and the Noteholders, any benefit of any legal or equitable right, remedy or claim under the Note Deed Poll, this Second Supplemental Note Deed Poll or the Notes.

**Counterparts**

- 2.10 The parties may sign any number of copies of this Second Supplemental Note Deed Poll. Each signed copy shall be an original, but all of them together represent the same instrument.

**Governing law.**

- 2.11 This Second Supplemental Note Deed Poll is governed by the law in force in New South Wales.  
2.12 Clauses 4.2, 4.3 and 4.4 of the Note Deed Poll apply to this Second Supplemental Note Deed Poll in the same manner as they apply to the Note Deed Poll.

**EXECUTED** as a deed poll by each of CFC, the Guarantor and the Corporation

**Execution page**

**CFC**

EXECUTED AS A DEED POLL by

COUNTRYWIDE FINANCIAL CORPORATION acting under the authority of  
that company in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

\_\_\_\_\_  
By executing this deed the authorised signatory states that it has received no notice  
of revocation of its signing authority

**Corporation**

EXECUTED AS A DEED POLL by

BANK OF AMERICA CORPORATION acting under the authority of that  
company in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

\_\_\_\_\_  
By executing this deed the authorised signatory states that it has received no notice  
of revocation of its signing authority

**Guarantor**

EXECUTED AS A DEED POLL by

COUNTRYWIDE HOME LOANS, INC. acting under the authority of that  
company in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

\_\_\_\_\_  
By executing this deed the authorised signatory states that it has received no notice  
of revocation of its signing authority

# MALLESONS STEPHEN JAQUES

## **First Supplemental Deed Poll Guarantee and Indemnity**

relating to the Deed Poll Guarantee and Indemnity dated 29 April 2005 (as amended and supplemented from time to time)

Countrywide Home Loans, Inc. (“CHL”)  
Bank of America Corporation (“Corporation”)

## **Mallesons Stephen Jaques**

Level 50  
Bourke Place  
600 Bourke Street  
Melbourne Vic 3000  
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**First Supplemental Deed Poll Guarantee and Indemnity**

**Date:** 7 November 2008

**By:** **COUNTRYWIDE HOME LOANS, INC.**, a company incorporated with limited liability in the State of New York (“**CHL**”)

**And:** **BANK OF AMERICA CORPORATION**, a company incorporated with limited liability in the State of Delaware (“**Corporation**”)

**In favour of:** Each person who is from time to time a Noteholder (as defined in the Note Deed Poll (defined below)).

- Recitals:**
- A. Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) (“**CFC**”) assumed, pursuant to a First Supplemental Note Deed Poll dated 1 July 2008, certain obligations of the Issuer under the Note Deed Poll dated 29 April 2005 (as so supplemented on 1 July 2008, the “**Note Deed Poll**”), in connection with a A\$3,500,000,000 Medium Term Note Programme (the “**Programme**”).
  - B. The Corporation has subsequently assumed under a Second Supplemental Note Deed Poll (the “**Second Supplemental Note Deed Poll**”) certain obligations of CFC under the Note Deed Poll.
  - C. CHL has provided a guarantee in respect of the Notes pursuant to a Deed Poll Guarantee and Indemnity dated 29 April 2005 in relation to the Programme (as amended and supplemented, the “**Guarantee**”).
  - D. The Corporation and CHL entered into an Asset Purchase Agreement dated 7 November 2008, pursuant to which CHL will sell to the Corporation substantially all of CHL’s assets (the “**Asset Purchase**”).
  - E. The Asset Purchase is expected to be consummated on 7 November 2008.
  - F. Condition 4.6 of the Notes provides that in the case of a transfer of CHL’s property and assets substantially as an entirety, the person which acquires by transfer the properties and assets shall expressly assume by supplemental deed poll all the obligations of CHL under the Guarantee and the Transaction Documents.
  - G. This First Supplemental Deed Poll Guarantee and Indemnity has been duly authorized by all necessary corporate action on the part of CHL and the Corporation.

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- H. CHL and the Corporation are of the opinion that this First Supplemental Deed Poll Guarantee and Indemnity is not materially prejudicial to the interests of the Noteholders.
  - I. CHL has delivered to the Programme Manager (as defined in the Note Deed Poll) a certificate signed by two of its directors and an opinion of counsel acceptable to the Programme Manager, stating that the Asset Purchase and this First Supplemental Deed Poll Guarantee and Indemnity comply with the Conditions (as defined in the Note Deed Poll) and all conditions precedent provided for in the Conditions (as defined in the Note Deed Poll) relating to the Asset Purchase have been complied with in accordance with Condition 4.6 of the Notes.
  - J. All things necessary to make this First Supplemental Deed Poll Guarantee and Indemnity a valid deed poll and agreement according to its terms has been done.

**Operative provisions:**

**1 Assumption**

**Assumption of the Notes**

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- 1.1 The Corporation hereby represents and warrants that:
  - (a) it is a corporation organized and existing under the laws of the State of Delaware; and
  - (b) the execution, delivery and performance of this First Supplemental Deed Poll Guarantee and Indemnity has been duly authorized by the board of directors of the Corporation.
- 1.2 The Corporation hereby expressly assumes the punctual performance of all the obligations, and the observance of every covenant of CHL under the Guarantee and each other Transaction Document and, in accordance with Condition 4.7 of the Note Deed Poll, the Corporation succeeds to, and is substituted for, and may exercise every right and power of, CHL under the Transaction Documents with the same effect as if the Corporation had been named as the Guarantor therein, and following such succession CHL is relieved of all obligations and covenants under the Transaction Documents.

**Name**

- 1.3 With effect from the Guarantee Effective Time specified in clause 2.1 below, the name of the Guarantor, under the Guarantee, shall be "Bank of America Corporation".

**Benefit and entitlement**

- 1.4 This First Supplemental Deed Poll Guarantee and Indemnity is executed as a deed poll. Accordingly, each Noteholder has the benefit of, and is entitled to enforce, this First Supplemental Deed

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Poll Guarantee and Indemnity against the Corporation even though it is not a party to, or is not in existence at the time of execution and delivery of, this First Supplemental Deed Poll Guarantee and Indemnity.

**Rights independent**

1.5 Each Noteholder may enforce its rights under this First Supplemental Deed Poll Guarantee and Indemnity independently from each other Noteholder.

**Noteholders bound**

1.6 Each Noteholder and any person claiming through or under a Noteholder is bound by this First Supplemental Deed Poll Guarantee and Indemnity.

**Direction to hold this First Supplemental Deed Poll Guarantee and Indemnity**

1.7 Each Noteholder is taken to have irrevocably nominated and authorised the Registrar to hold this deed poll in New South Wales (or such other place as the Corporation and the Registrar agree) on its behalf. The Corporation acknowledges the right of every Noteholder to the production of this First Supplemental Deed Poll Guarantee and Indemnity.

**2 Miscellaneous**

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**Effect of this First Supplemental Deed Poll Guarantee and Indemnity**

2.1 Upon:

(a) the execution and delivery of this First Supplemental Deed Poll Guarantee and Indemnity by CHL and the Corporation; and

(b) the Effective Time (as defined in the Second Supplemental Note Deed Poll) having occurred,

(the satisfaction of paragraphs (a) and (b) being the **“Guarantee Effective Time”**) the Guarantee shall be supplemented in accordance with this First Supplemental Deed Poll Guarantee and Indemnity, and this First Supplemental Deed Poll Guarantee and Indemnity shall form a part of the Guarantee for all purposes, and every Noteholder shall be bound thereby.

**Guarantee Remains in Full Force and Effect**

2.2 Except as supplemented hereby, all provisions in the Guarantee shall remain in full force and effect.

**Guarantee and First Supplemental Deed Polls Guarantee and Indemnity Construed Together**

2.3 This First Supplemental Deed Poll Guarantee and Indemnity is supplemental to the Guarantee, and the Guarantee and this First Supplemental Deed Poll Guarantee and Indemnity shall be read and construed together.



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**Confirmation and Preservation of Guarantee**

- 2.4 The Guarantee as supplemented by this First Supplemental Deed Poll Guarantee and Indemnity is in all other respects confirmed and preserved.

**Severability**

- 2.5 In case any provision in this First Supplemental Deed Poll Guarantee and Indemnity shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by this First Supplemental Deed Poll Guarantee and Indemnity.

**Terms Defined in the Guarantee**

- 2.6 All capitalized terms not otherwise defined in this First Supplemental Deed Poll Guarantee and Indemnity shall have the meanings ascribed to them in the Guarantee.

**Addresses for Notices to the Corporation.**

- 2.7 Any notice or demand which by any provisions of this First Supplemental Deed Poll Guarantee and Indemnity or the Guarantee is required or permitted to be given or served on the Corporation may be given in accordance with the Guarantee or served by postage prepaid first class mail addressed (until another address is notified by the Corporation in accordance with the Conditions (as defined in the Note Deed Poll) as follows:

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.

**Headings**

- 2.8 The headings of this First Supplemental Deed Poll Guarantee and Indemnity have been inserted for convenience of reference only, are not to be considered part of this First Supplemental Deed Poll Guarantee and Indemnity and shall in no way modify or restrict any of the terms or provisions hereof.

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**Benefits of First Supplemental Deed Poll Guarantee and Indemnity**

- 2.9 Nothing in this First Supplemental Deed Poll Guarantee and Indemnity or the Guarantee, express or implied, shall give to any person, other than the parties to this First Supplemental Deed Poll Guarantee and Indemnity and their successors and the Noteholders, any benefit of any legal or equitable right, remedy or claim under the Guarantee or this First Supplemental Deed Poll Guarantee and Indemnity.

**Counterparts**

- 2.10 The parties may sign any number of copies of this First Supplemental Deed Poll Guarantee and Indemnity. Each signed copy shall be an original, but all of them together represent the same instrument.

**Governing law.**

- 2.11 This First Supplemental Deed Poll Guarantee and Indemnity is governed by the law in force in New South Wales.
- 2.12 Clauses 16.2, 16.3 and 16.4 of the Guarantee apply to this First Supplemental Deed Poll Guarantee and Indemnity in the same manner as they apply to the Guarantee.

**EXECUTED** as a deed poll by each of CHL and the Corporation

**Execution page**

**Corporation**

**EXECUTED AS A DEED POLL** by )

**BANK OF AMERICA CORPORATION** acting under the authority of that )  
company in the presence of: )

\_\_\_\_\_  
Signature of witness )

\_\_\_\_\_  
Name of witness (block letters) )

\_\_\_\_\_  
By executing this deed the authorised signatory states that it has received no notice  
of revocation of its signing authority

**CHL**

**EXECUTED AS A DEED POLL** by )

**COUNTRYWIDE HOME LOANS, INC.** acting under the authority of that )  
company in the presence of: )

\_\_\_\_\_  
Signature of witness )

\_\_\_\_\_  
Name of witness (block letters) )

\_\_\_\_\_  
By executing this deed the authorised signatory states that it has received no notice  
of revocation of its signing authority